1. 06/26/2023 Selectboard Agenda
   Documents:
   
   2023-06-26 SELECTBOARD CONSENT AGENDA.PDF

1.I. 06/26/2023 Selectboard Meeting Materials
   Documents:
   
   06-26-2023 FRIDAY MAILING.PDF

1.I.i. Summary Of Job Classification Changes
   Documents:
   
   2023-06-26 ADMINISTRATIVE SERVICES JOB CLASSIFICATIONS.PDF
TOWN of HANOVER
NOTICE OF PUBLIC MEETING
SELECTBOARD
Monday, June 26, 2023 at 7:30 PM
Board Room, Municipal Building
41 South Main Street, Hanover, NH

AGENDA

1. Public Comment

2. Public Hearing to Review and Consider the Proposed Rate and Fee Schedule for FY 2023/2024 (will be moved to July 24, 2023)

3. Public Hearing to Accept the Campion Rink Drainage Easement and to authorize the Town Manager to execute all necessary documents (will be rescheduled pending discussion Monday evening re: RSA 41:14a)

4. Public Hearing to Accept Five Easement Deeds for North College Street Sidewalk Easement, North College Street Retaining Wall Easement, Hanover Inn – Porte Cochere Easement, Old Tuck Drive Sidewalk Easement, West Wheelock Sewer Pump Station and to authorize the Town Manager to execute all necessary documents (will be rescheduled pending discussion Monday evening re: RSA 41.14a)

5. Public Hearing to Accept Baum Conservation Area Property on behalf of the Hanover Conservation Commission, to accept donation from the Baum Foundation in the amount of $50,000 to fund maintenance and upkeep of conservation lands in Hanover and to authorize the Town Manager to accept and/or execute all necessary documents

6. Public Hearing to Discuss and Adopt a Town Vision Zero Plan

7. Recommendation to Set Public Hearing on Monday, July 10, 2023 or Monday, July 24, 2023 to accept unanticipated funds in the amount of $16,825.00 from the New Hampshire Office of Highway Safety to replace three radar systems and police overtime patrols and to authorize the Town Manager to execute all necessary documents

8. Presentation by Hanover Bike Walk Committee Re: Hanover Bike Walk Plan

9. Twin Pines Housing Introduction and Workforce Housing Overview

10. Discussion on new 41:14a process for property transactions/easements

11. Discussion about July and August Selectboard meeting dates
12. Discussion regarding Selectboard Liaison for Sustainable Hanover Committee and Capital Improvement Plan Committee

13. Appointment – Conservation Commission

14. Appointment – Advance Transit Board

15. Donations – Hanover Police Department, Hanover Fire Department, Parks and Recreation and Etna Library

16. Review revised proposal from Hanover Improvement Society for Campion Rink

17. Consent Agenda

This is a new agenda category as discussed and guided at the 5/1 Selectboard meeting to accommodate additional “business” approvals that the Selectboard, rather than staff, must approve. The entire consent agenda can be moved in one motion, or any item can be pulled out by a member to be voted on separately. Consent agenda should be done by a roll-call vote. We can adjust what goes in or out of the consent agenda over time as we work to make the best use of time in our meetings.

a. Approval of minutes - May 1, 2023 and June 5, 2023

b. Approve change to Town Manager’s employment contract

c. Request for Abatement – 10 N. Balch Street

18. Town Reports

a. Town Manager Report

b. Selectboard Report

c. Any other committee report

19. Other Business

20. Adjournment

Hearing enhancement equipment is available for use by the public.

There has been a request for a non-public session to discuss items pursuant to RSA 91-A:3, (A)(C)(E)(L)
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Below please find the summary of the agenda items.

Table of contents

**Agenda Items**

Item #2: Public Hearing to Review and Consider the Proposed Rate and Fee Schedule for FY 2023/2024 | Action Requested

Item #3: Public Hearing to Accept the Campion Rink Drainage Easement and to Authorize the Town Manager to Execute all necessary documents | Action Requested

Item #4: Public Hearing to Accept Five Easement Deeds for North College Street Sidewalk Easement, North College Street Retaining Wall Easement, Hanover Inn – Porte Cochere Easement, Old Tuck Drive Sidewalk Easement, West Wheelock Sewer Pump Station and to authorize the Town Manager to execute all necessary documents | Action Requested

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Item #6: Public Hearing to Discuss and Adopt a Town Vision Zero Plan | Discussion & Action Requested

Item #8: Presentation by Hanover Bike Walk Committee re: Hanover Bike Walk Plan

Item #9: Twin Pines Housing Introduction and Overview | Update & Discussion

Item #12: Discussion regarding Selectboard Liaison for Sustainable Hanover Committee and Capital Improvement Plan Committee | Action Requested

Item #14: Appointments – Conservation Commission | Action Requested

Item #15: Appointments – Advance Transit Board | Action Requested

Item #15: Donations – Hanover Fire Department and Hanover Police Department and Parks and Recreation Department | Action Requested

Item #16: Revised proposal from Hanover Improvement Society for Campion Rink

**Consent Agenda Items**

17a: Approval of May 1, 2023 and June 5, 2023 Minutes

16c: Town Manager Contract

**Town Manager Administrative Updates**

Human Resources/staffing

Downtown Hanover

Budget/Finance
Agenda Items

Item #2: Public Hearing to Review and Consider the Proposed Rate and Fee Schedule for FY 2023/2024 | Action Requested

Annually Town Staff asks the Board to review and approved the revised Rate and Fee Schedule for the coming fiscal year based on the FY 2023/2024 budget adopted at Town Meeting. Many rates/fees have not been updated in years, and have fallen beyond what it costs to provide the service. We are attempting to balance the need to have the fees recoup the costs, while being sensitive to the impact on the public.

Action Requested: Review and Approve the FY 2023/2024 Rates and Fees Schedule on Monday evening.

We are taking additional time to review and provide a more concise and easy to follow summary for the Selectboard which will be done on July 24th meeting.

Action Requested: Schedule a public hearing for the July 24th Selectboard meeting to consider the FY24 proposed rate and fee schedule.

Item #3: Public Hearing to Accept the Campion Rink Drainage Easement and to Authorize the Town Manager to Execute all necessary documents | Action Requested

The Trustees of Dartmouth College have prepared an Easement Deed regarding Campion Rink Drainage for the Town to accommodate the conveyance of stormwater from the Campion Arena site for the purpose of stormwater infiltration, treatment, and detention which will allow for the installation, construction, reconstruction, operation, maintenance, repair and replacement of stormwater management facilities in the Easement area. Town staff requests this Easement Deed be accepted and that the Selectboard authorize the Town Manager to execute all necessary documents.

Action Requested: Accept the Campion Rink Drainage Easement and authorize the Town Manager to execute all necessary documents on Monday evening.

Please see memo below on 41:14a process, as we cannot hold this public hearing to accept this easement until we complete additional steps outlined in the memo.

Item #4: Public Hearing to Accept Five Easement Deeds for North College Street Sidewalk Easement, North College Street Retaining Wall Easement, Hanover Inn – Porte Cochere Easement, Old Tuck Drive Sidewalk Easement, West Wheelock Sewer Pump Station and to authorize the Town Manager to execute all necessary documents | Action Requested

The Town and Dartmouth College have been working on the above five projects for a number of years. These Easement Deeds that are now ready for recording are housekeeping items from these projects.
Action Requested: Accept the five Easement Deeds listed above and authorize the Town Manager to execute all necessary documents on Monday evening.

Please see memo below on 41:14a process, as we cannot hold this public hearing to accept this easement until we complete additional steps outlined in the memo.

Item #5: Public Hearing to Accept Baum Conservation Area Property on behalf of the Hanover Conservation Commission, to accept a donation from the Baum Foundation in the amount of $50,000 to fund maintenance and upkeep of conservation lands in Hanover and to authorize the Town Manager to accept and/or execute all necessary documents | Action Requested

Please see the attached memo on this generous donation of property and funds to help maintain it. Because this property is being donated to the Conservation Commission, which accepts gifts under a different statute (RSA 36A), the 41:14a process does not apply. Accepting the first requires an affirmative vote from both the Selectboard and Conservation Commission.

Action Requested: Accept the Baum Conservation Area Property on behalf of the Hanover Conservation Commission, to accept a donation from the Baum Foundation in the amount of $50,000 to fund maintenance and upkeep of conservation lands in Hanover and to authorize the Town Manager to accept and/or execute all necessary documents on Monday evening.

Item #6: Public Hearing to Discuss and Adopt a Town Vision Zero Plan | Discussion & Action Requested

The Hanover Bike Walk Committee will present a draft Vision Zero plan for discussion and adoption on Monday evening. The goal of Vision Zero is eliminate fatalities and severe vehicle, traffic, or pedestrian fatalities. Having an adopted plan also is a requirement for certain grants that we are looking at pursuing next year through the Shared Streets program that we discussed in the last meeting.

Action Requested: The Selectboard may vote to officially adopt the Vision Zero Plan.

Item #7: Recommendation to Set Public Hearing on Monday, July 10, 2023 or Monday, July 24, 2023 to accept unanticipated funds in the amount of $16,825.00 from the New Hampshire Office of Highway Safety to replace three radar systems and police overtime patrols and to authorize the Town Manager to Execute all Necessary Documents.

There are two components to the NH Highway Safety Grant. One grant provides funds for officer’s overtime wages to conduct extra patrols for DUI Enforcement, Speed Enforcement, Distracted Driving Enforcement, and Bike/Ped enforcement. Additionally, there is a 75/25 matching grant to replace 3 of the departments 6 aging radar units. The department has funds in the 2023/2024 department budget to cover the remaining amounts due for the radar units.

Item #8: Presentation by Hanover Bike Walk Committee re: Hanover Bike Walk Plan

Members of the Hanover Bike Walk Committee will be in attendance on Monday evening to present their Hanover Bike Walk Plan. The Executive Summary for the Hanover Bike Walk Plan is included in your packet with additional information available on the Hanover Bike Walk page of the website.

Item #9: Twin Pines Housing Introduction and Overview | Update & Discussion

Andrew Winters from Twin Pines will be sharing a brief presentation and answering questions about Twin Pines Housing Trust for the Selectboard and public, providing an overview of the organization, its prior work, and goals related to affordable housing. This is an overview conversation about Twin Pines to ensure all members of the Board are familiar and have a chance to ask questions.

Item #10: 41:14a Process | Discussion

At Town Meeting this year we adopted this commonly available tool to execute property transactions, under certain conditions, outside of Town Meeting. The process is a little complicated, and requires some careful timing of meetings. I created a memo after consultation with Planning and Legal to outline how we intend to proceed at this time (which will delay some of the easements that are listed on this agenda).

Item #11: Discussion about July and August meeting dates | Discussion

There was an expressed in interest in scaling down summer meetings to just one meeting each month, which we fully support! Town staff have looked at calendars and would recommend that we cancel July 10th, and hold July 24th, and then cancel August 7th and hold August 21st. At the meeting in August, we can discuss the September dates.

Just a reminder that Selectboard meetings starting on July 24th will now begin at 7pm instead of 7:30pm.

Item #12: Discussion regarding Selectboard Liaison for Sustainable Hanover Committee and Capital Improvement Plan Committee | Action Requested

Following up on our conversation in the last meeting, we need to determine these final appointments.

Action Requested: Appoint each of the remaining liaison positions.

Item #13: Appointments – Conservation Commission | Action Requested

Matthew Cunningham has expressed an interest in joining the Conservation Commission and Town staff have reviewed and recommend his appointment. Application materials are available for review.

Action Requested: Appoint Matthew Cunningham to the Conservation Commission on Monday evening.

Item #14: Appointments – Advance Transit Board | Action Requested

Rob Houseman currently is serving on the Advance Transit board, and his term expires at the end of the month. The Town Manager strongly recommends re-appointing Rob, who has been and will continue to be a strong advocate for increase transit options in our community and provides a great value to AT and the Town of Hanover in this position.

Action Requested: Re-appoint Rob Houseman to the Advance Transit on Monday evening.
Item #15: Donations – Hanover Fire Department and Hanover Police Department and Parks and Recreation Department | Action Requested

The New Hampshire Charitable Foundation has notified the Hanover Fire Department and Hanover Police Department of a $1,000.00 donation for each Department from the Barrette Family Fund. These grants are to support the Fire General Fund and the Police General Fund.

Joseph and Maryam Paydarfar have made a donation in the amount of $100.00 each to the Hanover Police Department and Hanover Fire Department in appreciation of all the Police and Fire Departments do to keep their neighborhood safe.

The Parks and Recreation Department received a donation from White River Toyota in the amount of $1,300.00 and from Dartmouth College in the amount of $1,500.00 to support this year’s 4th of July Celebration.

Jerry and Pat Balkcom have made a donation in the amount of $100.00 to the Etna Library for general use.

Action Requested: Accept the $1,000.00 donations on behalf of the Hanover Fire Department and Hanover Police Department from the Barrette Family Fund.

Accept the $100.00 donations from Joseph and Maryam Paydarfar on behalf of the Hanover Police Department and Hanover Fire Department.

Accept the $1,300.00 donation from White River Toyota and $1,500.00 donation from Dartmouth College on behalf of the Parks and Recreation Department to support their 4th of July Celebration.

Accept the $100.00 donation from Jerry and Pat Balkcom on behalf of the Etna Library.

Item #16: Review revised proposal from Hanover Improvement Society for Campion Rink

The Selectboard voted during the FY 2023 budget process to provide $200,000 to Campion Rink from the Bressett Fund. The prior proposal may not have met the guidelines of the Bressett Fund and the updated proposal is being provided for the Selectboard’s reconsideration, having been revised based on feedback to better meet the Fund’s guidelines.

Action Requested: Vote to support this project and disperse a total of $200,000 to Hanover Improvement Society. This action then sends the request to the Trustees of Trust Funds for review consideration.

17. Consent Agenda Items

17a: Approval of May 1, 2023 and June 5, 2023 Minutes

17b: Town Manager Contract

Please see attached memo to fix a small but important issue in the contract for the Town Manager. Because Hanover has no merit-based compensation program in practice, the change forgoes merit-based pay increases for the same COLA that other staff receive. This was discussed in January/February but fell off the priority list with the budget, Town Meeting, etc. The full language is included along with the memo.

17c: Request for Abatement – 10 N. Balch Street

Kevin McCurdy and Sarah Miles have made a request for abatements of the September 16, 2022 and December 21, 2022 water/sewer bills. It is believed the unusual high usage for these billing periods was due to the meter reaching the end of its life. A new meter was installed in February, 2023 which now shows a quarter of usage for comparison. The Department of Public Works recommends an abatement in this amount of $5,656.00.
**Town Manager Administrative Updates**

**Human Resources/staffing**

- **Onboards/Offboards**
  - This past month we had one employee leave employment, and six start, including two seasonal, one transfer to permanent and three new hires. Congrats and welcome to Nolan, Lena, and Natalie at Parks and Rec, Anthony at Parking, Trevor at DPW, and Jephunneh at Police!

- **R&R Study**
  - We are in month two of our Retention and Recruitment study. This month the topic was “Recruitment and Advertising.” In our meetings (which again have seen excellent participation from staff) we discussed issues ranging from what sort of things are a challenge and benefit to working in Hanover, feedback about what people are looking for in an employer from recent hiring, what benefits (beyond salary) could help retain and recruit people, and ensuring we gather the best data possible about job titles, positions, duties and competing employers from the upcoming salary market that MRI is collecting.
  - We have begun working with our new consultant from the Edward J. Collins, Jr. Center for Public Management at UMass Boston, who is assisting the Town with several aspects of the study.
  - We have gotten a lot of positive feedback from staff about engaging with them in this analysis and we also appreciate how much we’re learning and the good ideas coming up that will help shape how things are organized in the future.

- **FY24 Staff Compensation and Changes**
  - As we’ve talked about a lot over the prior the year, we’ve been working to address some historical concerns and create some new policies/programs related to staffing/compensation. Some of the broader issues are being discussed in the R&R study, and some of the shorter term policies we identified and which we discussed in the budget process and approved at Town Meeting include, beyond compensation changes, for example that are going into effect on July 1st:
    - A new paid FMLA program (we only offer unpaid currently)
    - Enabling critical staffing shortage pay for any department where a chronic vacancy is deemed to exist such that other employees are required to pick up additional work
    - Creating a referral bonus for employees who refer new employees
    - Freezing healthcare contribution percentages at least year’s level
    - Creating a merit-based grant pool for multi-department work that has an exceptional community impact
  - We’ve received positive feedback from staff about these and other steps, though we recognize we still have plenty of ground to cover in the coming years.

- **Summer Hours**
  - As we’ve talked about, many departments are taking part of a summer hours pilot program we’re trying this year. The goal is to give every employee some amount of time during the normal work week time without having work scheduled, meaning, for example, that they can more easily access services that are generally available during that time (doctors, banks, etc) and to provide some flexibility over the summer, while still providing the same (or improved) level of services to the community. Many towns have been exploring or switching to non-traditional hours to provide a benefit to long-serving employees as well as help recruit new employees in an increasingly challenging labor market that is more-so looking for programs such as this.
  - We’ll evaluate how everything goes from the staff standpoint as well as the public after the summer.
This was in large part based on feedback from staff that we’ve gotten through the various surveys and workshops we’ve been hosting as part of the Retention and Recruitment study. The hours we decided weren’t the only ideas of how to structure the time, and we may explore other variations in the future too. The hours are below.

**Town Hall**

**All staff (Building hours):**

Monday - Thursday 8am - 430pm  
Friday 8 – 1pm (no lunch) *Building closed after 1pm on Friday*

**Police**

**Chief, Captain, and Lieutenants**

Rotating extended 4-day work week (Same coverage as currently)

**Admin**

Extended 4-day week with most Fridays off

**Parking**

Following current schedule

**Fire**

Following current shift schedule

**Admin**

Extended 4-day work week with Fridays off

**DPW**

**Highway and line maintenance**

Rotating extended 4-day work week days (same coverage)

**Fleet**

Following current schedule

**Water**

Rotating extended 4-day week (same coverage)
Wastewater
Following current schedule

Custodial
Flexible rotating shift schedule

Building
Following current schedule

Howe
Following current schedule

Etna
Following current schedule

Parks and Rec

OST
Rotating extended 4-day schedule (same coverage).

Program
Semi-extended 4-day week, with half-day (8-12) on Friday.

Grounds
One hour earlier start to current schedule (Monday-Friday 6am – 2:30pm)

Downtown Hanover
- Monthly meetings have been continuing with the group continuing to grow a little bit each time, and includes a wide variety of Town, College, UVBA, and local business stakeholders discussing a range of topics that we’ll have more updates on soon, including more connections with students at campus, public art, and new marketing and public information campaigns
- Public spaces and events
  - Many of you have noticed (and reached out with excited feedback) about the new public spaces initiative that has come from our meetings with downtown business owners. We removed the hedges in front of Town Hall and the grass has been coming in thanks to all the rain. We’ll soon start getting tables outside, and will be announcing some other great updates coming this year that will help create more public spaces and opportunities for the community to gather.
- **Events**
  - We’re looking at some new events this year in the downtown, in coordination with our Parks and Rec department, the UVBA, businesses, the College, and others. Look out for some exciting announcements, as these won’t just be fun to go to, but help us explore how we can best utilize the available spaces in our downtown towards our goals.

**Budget/Finance**

Following Town Meeting approval of the FY 2024 budget, all required submissions were made to the DRA via the portal. The current focuses of the finance and accounting team are:

- Closing out FY 2023
- Completing FY 2022 audit
- Preparing for FY 2024, including coordinating with the HR team to incorporate compensation changes in the first payroll of FY 2024
- Planning and preparation for FY 2023 audit

Ellen met with the Finance Committee on June 19th to provide an update on the FY 2022 audit. The main outstanding item is the reporting of Capital Assets. The target completion date is no later than mid-August.

Longer term goals include:

- Evaluation of current internal control policies and procedures
- Updating of policies and procedures to comply with RSA 41.9, following guidance from NHMA found in the Basics of Financial Policy
- Improved monthly reporting to departments

It’s hard to believe, but we’ll be looking at initial conversations with the new more community-driven goal-setting beginning to our budget process in the next few months, and will reach out to the appropriate stakeholders to begin to have those conversations!

**Other updates**

- **Town/Gown.** I’ve had great conversations with some of the new incoming administration at Dartmouth, and we’ll be bringing some folks onto the Hanover Happenings podcast soon to start to introduce them to the community
more. We’re continuing new high-level meetings that the new President and I agreed to put in place this year, and continue to keep working together on many day-to-day projects.

- **91a.** I’m looking at our law firm working with me to host a 91a workshop with all Town boards/committees in the next few months to refresh on the state requirements, and make sure we’re providing the support needed to these groups to ensure everyone feels comfortable with how things are set up.

- **Hanover Cell phone service.** After some internal planning and prior attempts made by the Town, I’ve requested meetings with both Verizon Wireless and AT&T to address the problematic lack of adequate cellular coverage in our community. Beyond convenience, this has a negative economic impact to our downtown and community, and presents safety risks for public safety personnel and the public at large.

- **Traffic safety.** The staff working group is meeting this week to discuss six different items that have been sent in and which staff are reviewing to determine appropriate next steps. Please refer to my prior memo about the re-organization of this process and some of the new goals.

- **Volunteering.** We’re starting to look shoring up some organization with various boards/committees, including the volunteering process, committee bylaws/SOPs, and related activities. We’ll likely have some items before the SB about some of that in coming meetings. We have a lot of great volunteers, though we need more, and also need to make sure we’re providing the right support!

- **Lebanon Landfill.** Changes are coming in how people can access Lebanon’s landfill. You can find more information on our website here.

- **ICMA Leadership program.** From speaking at the ICMA conference in Burlington, Hanover has been offered a 50% discount for staff to attend the ICMA High Performance Leadership Academy, which has come highly recommended from other Town Managers. As part of my own professional development, which the Selectboard has encouraged me and other staff to pursue (Thank you!) I will begin this class on July 31st, where I’ll spend a few hours per week working with about a dozen other management staff from across the country working on organizational change, management, leadership related topics over three months. I am encouraging other management staff to attend (ICMA offers a new cohort class every couple months) this and/or any other professional development opportunities that might work for them. This is one of the most important areas for us to invest in, especially amidst the changing labor dynamics in the public sector.

- **NH MMA.** I attended the New Hampshire Municipal Management Annual Conference in North Conway this past week, where I got to spend time with other managers and staff from NH municipalities, and attend various workshops. Most of the discussion, as has been the case at many of these, was about retention and recruitment and staffing issues that towns face, and in part, the civic environments we work in, and housing availability. I also got the chance to ride the Mount Washington Cog Rail, a cool part of New Hampshire’s history!

**6/5 Update**

Full Report will be provided for the 6/26 meeting, a couple very quick updates:
**Town Meeting debrief:** Staff are meeting Monday afternoon on the 5th to review some Town Meeting logistics from this year – good/bad/ideas/suggestions/etc. It would be great to solicit feedback from SB members tonight and I can compile all the feedback into a memo for either the second meeting in June or first in July as an “after action” and ideas for next year.

**Town Meeting/DRA Approval:** Everything has been submitted to the State and approved, with the exception of one item that is pending committee assignments, and they are aware and fine that those will be coming in the next 1-2 weeks once we discuss and decide tonight.

**Town hall Hedges:** They have been removed per our prior discussions. Our business community is very excited and supportive of the project, and this is a great step towards not only helping support our downtown merchants, but the Town creating more public gathering spaces, a need identified strongly in the Sustainable Master Plan Advisory process, as well as our Downtown Hanover meetings. We will be replanting new hedges and grass as well as installing tables in the coming week or two. This is the first phase, and the second phase (next year) would be a more permanent and nicer-looking setup. Suggestions welcome!

**Summer Hours:** I will have an update on summer hours for staff Monday night and a tentative schedule for Town Hall and most other building hours that will go into effect for July and August as part of a pilot program. After getting enthusiastic buy-in from the necessary stakeholders such as the collective bargaining unit, DPW summer hours are going into effect June 5th, this will in part help the extreme staffing shortages that they are facing and which is impacting our ability to do as much construction project work this summer as we would like to. These hours should help with that, and overall, are meant to help relieve some pressure on our staff and pilot ways that may not just improve morale and productivity, but depending on future configurations, could improve public access to certain facilities and services too.

**Mink Brook Community Forest:** I’ve spoken with Andrew Winter from Twin Pines and Rob Houseman, and we think the best way to proceed is to have Andrew come in at the 6/26 SB meeting to do a quick overview of Twin Pines and their other local projects, values, and goals, and a general potential timeline for the project. Additionally, we would then discuss some initial thoughts on contract terms, which was a requirement from Town Meeting that the Selectboard create, about the conveyance of the property in nonpublic. Those items will ultimately be discussed in public as well, but as is standard practice the SB should discuss terms of legal contracts in nonpublic first.

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We also have a host of great new Hanover Happenings episodes:

*You can find all of the below episodes wherever you listen to podcasts such as Apple, Spotify, Amazon, Castbox, Stitcher, and more.*

**A quick chat with District 2 Executive Councilor Cinde Warmington**

In this episode I sit down with Cinde Warmington, the District 2 Executive Councilor, representing Hanover. The Executive Council is a unique structure at the state government level in New Hampshire. We talk a little bit about what the Executive Council is and how Cinde's office can help you, if you are having an issues with a state government department, for example. We also talk about how you can volunteer at the state level!

You can learn more about the Executive Council here: [https://www.nh.gov/council/](https://www.nh.gov/council/).

You can contact Cinde directly here either with an interest in volunteering or if you need help with a state agency/department: [https://www.nh.gov/council/districts/d2/index.htm](https://www.nh.gov/council/districts/d2/index.htm).

[Listen here](https://www.nh.gov/council/districts/d2/index.htm)

**Evening and Saturday bus service? Yes please! Learn about exciting updates at Advance Transit with Adams Carrol and Trish Palao**

In this episode I sit down with Adams Carroll and Trish Palao at Advance Transit to talk about upcoming service expansions (Evenings and Saturday!), new electric buses and other sustainability efforts such as rainwater harvesting, how strong
public transit systems can help create community spaces, how AT is funded, the future of transit in the Upper Valley, and so much more.

A big thank you to the drivers, staff, volunteers, and donors who help make Advance Transit’s fare-free system possible to provide connectivity in our rural area. Hanover committed to proposing, and ultimate approved, new funding in the FY 23/24 budget to help facilitate other stakeholder contributions to enable increase in service hours. These new service hours should be coming in Fall 2023, and include two-hour later weekday service, and a new Saturday service. Learn more about the wonderful service expansions AT is considering that will help better connect people in the Upper Valley: https://advancetransit.com/plan/.

Listen here

**Employee Spotlight: Let's meet Hanover’s emergency 911 dispatchers**

We go behind the scenes at the Hanover Police Department’s Regional Dispatch Center, which serves over 60 agencies in more than 20 communities across the Upper Valley of New Hampshire and Vermont.

In this episode, I take you behind the scenes where we meet half-dozen of Hanover’s professional, empathetic, and knowledgeable emergency dispatchers. We'll learn about how things work on their end when they get a 911 call, what kind of technology has changed over the years, tips on how best to interact with 911 (Hint: call early!), what sort of emergencies they can help people with (Hint: all of them), how it feels to be the person responsible for so much, some fond memories from long serving employees, and how to get your horse unstuck from a fence. Thank you to all of our dispatchers and first responders everywhere.

*If you or anyone you know is facing an emergency or crisis, no matter where you are or what it is, you can always dial 9-1-1, and someone will help get you whatever assistance you may need.*

Listen here

**What are you doing May 22nd? Get hands-on with local housing issues at the Howe!**

On Monday, May 22nd at 7pm at the Howe Library the Town is hosting a unique hands-on way to get involved in helping shape the future of housing in Hanover.

In this quick episode, I talk with Planning Director Rob Houseman about this cool workshop that is part of a $75,000 grant the Town recently received to help us evaluate and modernize how we regulate and plan the future of housing in our community.

A lot of great public participation through the Sustainable Master Plan Advisory Committee and the Planning Board has got us to the point we are at now where we are making important updates to our zoning and land use. This workshop continues the progress and public participation, with both in-person and remote options available. See below for more information and we hope you will consider participating!

**How Do I Participate?**

The event already happened, but you can find more information from the presentation on our website shortly (will be posted on the home page).
Listen here
EASEMENT DEED
(Campion Rink Drainage)

TRUSTEES OF DARTMOUTH COLLEGE, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire, with a mailing address of Dartmouth College Real Estate Office, 4 Currier Place, Suite 305, Hanover, New Hampshire 03755 (the “Grantor” or “Dartmouth”), for consideration paid, grants to TOWN OF HANOVER, a municipal corporation with a mailing address of P.O. Box 483, Hanover, New Hampshire 03755 (the "Grantee" or “Town”), with QUITCLAIM COVENANTS, an easement appurtenant to property of the Town located in the City of Lebanon, Grafton County, New Hampshire. The easement herein conveyed is as follows:

1. Property Subject to Easement. The property subject to this Easement (“Burdened Property”) consists of a portion of the premises shown as Map/Lot 5/1, 8/27, and 8/28 on the City of Lebanon tax maps, located in the City of Lebanon, Grafton County, New Hampshire, and shown as the Permanent Drainage Easement Area of 39,885+- square feet (“Permanent Drainage Easement Area”) on the plan prepared by Pathways Consulting, LLC, dated March 28, 2023, and entitled “Easement Plan for Town of Hanover – Hanover Improvement Society – Campion Rink” (“Easement Plan”), to be recorded herewith.

2. Property Benefited by Easement. The property benefited by this Easement consist of premises shown as Map/Lot 5/2 on the City of Lebanon Tax Maps, located in the City of Lebanon, Grafton County, New Hampshire and identified on the Easement Plan (“Benefited Property”).

3. Scope of Easement. The Easement herein granted shall run with the land, shall be in perpetuity, shall burden the property described above as subject to this Easement, shall be for the benefit of the land described above as benefited by this Easement, and shall burden and benefit the parties, their successors and assigns.

4. Easement Purpose. The purpose of the within granted Easement is to accommodate the conveyance of stormwater from the Campion Arena site for the purpose of stormwater infiltration, treatment, and detention in accordance with a design approved by the City of Lebanon and other applicable authorities.
This Easement shall be for the installation, construction, reconstruction, operation, maintenance, repair, and replacement of stormwater management facilities in the Easement Area as shown in more detail on the Easement Plan. Located within the Easement Area and shown in more detail on the Site Plans prepared by Pathways Consulting, LLC, dated 10/10/2022, proj. no. 10571, Sheets 3, 5, and 7, which plans were approved by the Lebanon Planning Board on December 19, 2022 in connection with its approval PB 2022-44-SPR, are certain improvements (collectively, the “Improvements”). All Improvements within the Easement Area shall be the property of the Town. Grantee shall access the Easement Area from the Benefitted Property for all purposes in connection with the exercise of the within granted Easement.

5. **Maintenance.** The Town shall be solely responsible at its cost for all maintenance, repair, and replacement of the Improvements within the Easement Area.

6. **Insurance.** The Town shall maintain general liability, pollution legal liability, and property insurance for the Improvements within the Easement Area. Dartmouth and the Town will obtain general liability insurance covering their inter-related properties and shared easements to ensure that both parties are adequately protected. The general liability insurance procured by each party shall be in a minimum amount of Two Million Dollars per occurrence and Five Million Dollars in the aggregate. The Town shall maintain pollution legal liability for a minimum amount of Two Million Dollars each incident. Both the Town and Dartmouth shall name one another as an additional insured on their commercial general liability policies as respects the Easement Area. Beginning with the calendar year beginning January 2023 and every five (5) years thereafter, and more frequently upon the request of either party, the parties shall review such insurance coverage and consider adjustments to it, including whether the amount of such coverage and consider adjustments to it, including whether the amount of such coverage should be increased in light of conditions then obtaining. Both the Town and Dartmouth shall furnish proof of insurance to the other upon request.

7. **Liability and Indemnification.** The Town shall indemnify Dartmouth and save it harmless from and against any liability, claim, demand or cause of action resulting in, but not limited to, death, personal injury, or loss of or damage to property occurring in the Easement Area, or arising, directly or indirectly, out of or in connection with the use of the Easement Area, or any breach by the Town of or failure to discharge any responsibility under this Easement, any work or alterations performed by the Town in or to the Easement Area, or (without limiting the foregoing) otherwise as a result of any act, omission or negligence of the Town or its agents, employees, or contractors in or about the Easement Area. Such indemnification will not be extended to include protection from damages arising from Dartmouth’s own negligence, or the negligence of its agents, employees, or contractors.

Dartmouth shall notify the Town in writing with reasonable promptness of any suits, proceedings, claims or demands with respect to which Dartmouth requests indemnifications. The Town shall have the right to assume the entire control of the defense, compromise or settlement of any claim or proceeding as to which Dartmouth has requested indemnification, and
Dartmouth shall cooperate fully with the Town in such defense. If agreed to by both the Town and Dartmouth, Dartmouth may join in suit arising from a claim for which it has claimed indemnification.

8. **Compliance with Law.** The Grantee shall use, possess, maintain, repair and replace within said Easement Area the Improvements in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations.

9. **Other Provisions.** The following further provisions govern the parties’ rights, duties and obligations under this Easement Deed:

   (a) **Term of Agreement.** This Easement Deed shall be effective as of the date that it is signed below and shall continue in full force and effect unless and until it is terminated by a recorded instrument signed by each of the fee simple owners subject to or benefitted by this Easement Deed.

   (b) **No Oral Modification.** No part of this Easement Deed may be modified without the prior written consent of the owners of each of the properties subject to or benefitted by this Easement Deed. Any consent or approval required of either party hereunder shall not be unreasonably withheld, conditioned, or delayed.

   (c) **Attorney’s Fees and Costs.** In the event of litigation related to the easement rights hereunder, including any litigation to enforce the terms hereof, the prevailing party in such litigation shall be entitled to recover reasonable attorney’s fees, in addition to all other expenses incurred by such litigation.

   (d) **No Oral Waiver.** A waiver of any provision of this Easement Deed or any default hereunder must be in writing. No failure to insist upon or to enforce any provision of this Easement Deed shall constitute or be interpreted as a waiver thereof. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

   (e) **Termination.** In the event that this Easement is terminated, then the Grantee shall execute an instrument terminating this Easement, and releasing any right, title or interest in and to the Easement Area.

   (f) **Binding Nature.** The covenants of the parties to this Easement are binding on and inure to the benefit of the successors and assigns of the parties.
DATED this ____ day of __________________, 2023.

TRUSTEES OF DARTMOUTH COLLEGE

By: ________________________________
Name: ______________________________
Title: ______________________________

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this ____ day of ______, 2023, by ______________________________, the duly authorized ______________________________ of Trustees of Dartmouth College, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire, on behalf of the corporation.

Before me,

______________________________
Notary Public
ACCEPTANCE

The within conveyance is hereby accepted and authorized to be recorded in the Grafton County Registry of Deeds.

Dated this ___ day of ______, 2023

TOWN OF HANOVER

By: __________________________________________
Name: 
Title: 
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ________________

The foregoing instrument was acknowledged before me this ______ day of
______________, 2023, by ____________________________, the duly authorized
_________________________ of the Town of Hanover, a municipal corporation, on behalf of the
corporation.

Notary Public/Justice of the Peace
Print Name: ____________________________
My commission expires: _________________
MEMORANDUM

TO: ALEX TORPEY, TOWN MANAGER
FROM: ROBERT HOUSEMAN, DIRECTOR OF PLANNING ZONING AND CODES
DATE: April 3, 2023

The five attached easement deeds are housekeeping items from projects that the town and the college have worked on over the last 13-plus years. Below is an explanation of each of the easements.

- **North College Street Sidewalk (2020-2021)** Dartmouth College, at the Town’s request, extended the sidewalk on north college street to the intersection with North Park Street. This extension eliminated the dangerous “goat path” that students were using to traverse from the deadened sidewalk on College St to North Park St. A portion of this sidewalk is located outside the right of way and is on Dartmouth College property. The purpose of this easement is to transfer ownership of all the improvements of the sidewalk to the town and allow the town to maintain, repair, and replace, said improvements.

- **North College Street Retaining Wall (2020-2021)** as part of the north college sidewalk extension Dartmouth College constructed a retaining wall on town land. This easement is from the town to the college, granting the college the rights/obligation to maintain, repair, and replace the retaining wall.

- **Hanover Inn – Porte Cochere (2010)** The Town is granting an easement to the College to control, maintain, repair, and replace all improvements within the easement area. By way of background, the Planning Board, with the consent of the Town Manager and DPW, approved the renovation of the Hanover inn, including encumbrances on the town’s right of way. This easement is the last outstanding condition of approval that memorializes the rights and responsibilities of Dartmouth College within the easement area.

- **Old Tuck Drive, sidewalk easement (2018)** The Town is granting an easement to the College. This easement will allow the college to perform the necessary year-round maintenance, repair, and replacement, if
necessary, of the sidewalk. This easement provides the ADA tipped down and linkage to the town-maintained sidewalk crossing the Ledyard bridge. This easement reflects the planning board-approved plan.

- **West Wheelock Sewer Pump Station (2020 -2022)** This easement from the College to the Town is for the operation, maintenance, repair, and replacement of the improvements, said improvements consisting of a sewage pump station including wetwell, control building, valve vault, standby power, and force main as installed during the calendar years 2020 -2022 and shown on the Easement Plan.
EASEMENT DEED

(North College Street Sidewalk)

TRUSTEES OF DARTMOUTH COLLEGE, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire, with a mailing address of Dartmouth College Real Estate Office, 4 Currier Place, Suite 305, Hanover, New Hampshire 03755 (the "Grantor" or "Dartmouth"), for consideration paid, grants to TOWN OF HANOVER, a municipal corporation with a mailing address of P.O. Box 483, Hanover, New Hampshire 03755 (the "Grantee" or "Town"), with QUITCLAIM COVENANTS, an easement appurtenant to property of the Town located in the Town of Hanover, Grafton County, New Hampshire. The easement herein conveyed is as follows:

1. **Property Subject to Easement.** The property subject to this Easement ("Burdened Property") consists of a portion of the premises shown as Lot 38/83 on the Town of Hanover tax maps, located in the Town of Hanover, Grafton County, New Hampshire, and shown as the Easement Area of 5,960 +/- square feet ("Easement Area") on the plan entitled "Sidewalk Easement Plan for Dartmouth College" ("Easement Plan"), to be recorded herewith.

2. **Property Benefited by Easement.** The property benefited by this Easement is the public right of way of North College Street in the Town of Hanover and identified on the Easement Plan.

3. **Scope of Easement.** The Easement herein granted shall run with the land, shall be in perpetuity, shall burden the property described above as subject to this Easement, shall be for the benefit of the land described above as benefited by this Easement, and shall burden and benefit the parties, their successors and assigns.

4. **Easement Purpose.** The exact dimensions of the North College Street right of way are unknown at this time. Therefore, it is unclear of the Improvements (as defined below), are located within said right of way or are located on property of Dartmouth. As shown on the Easement Plan, if the North College Street right of way is 3 rods in width, then the easterly sideline would be 24.75 feet from the centerline of the current highway, and the Improvements would, in part, be located on property of Dartmouth. If, however, said right of way is wider than 3 rods, then the Improvements might be located all within the right of way. The purpose of this Easement is to grant an easement to the Town in the event that the Improvements are in fact located on property of Dartmouth. This Easement shall be for the operation, maintenance, repair,
and replacement of the improvements, said improvements consisting of a sidewalk, railings, and appurtenant grading as installed during the calendar years 2020-2021 and shown on the Easement Plan (collectively, the “Improvements”). All Improvements within the Easement Area shall be the property of the Town.

5. **Maintenance.** The Town shall be solely responsible at its cost for all maintenance, repair, and replacement of the Improvements within the Easement Area.

6. **As Built Descriptions.** Construction of the Improvements has been completed and the actual “as-built” locations of the Improvements are shown on the Easement Plan.

7. **Insurance.** The Town shall maintain liability and property insurance for the Improvements within the Easement Area. Dartmouth and the Town will obtain liability insurance covering their inter-related properties and shared easements to ensure that both parties are adequately protected. The liability insurance procured by each party shall be in a minimum amount of Two Million Dollars per occurrence and Five Million Dollars in the aggregate. Both the Town and Dartmouth shall name one another as an additional insured on their commercial general liability policies as respects the Easement Area. Beginning with the calendar year beginning January 2023 and every five (5) years thereafter, and more frequently upon the request of either party, the parties shall review such insurance coverage and consider adjustments to it, including whether the amount of such coverage and consider adjustments to it, including whether the amount of such coverage should be increased in light of conditions then obtaining. Both the Town and Dartmouth shall furnish proof of insurance to the other upon request.

8. **Liability and Indemnification.** The Town shall indemnify Dartmouth and save it harmless from and against any liability, claim, demand or cause of action resulting in, but not limited to, death, personal injury, or loss of or damage to property occurring in the Easement Area, or arising, directly or indirectly, out of or in connection with the use of the Easement Area, or any breach by the Town of or failure to discharge any responsibility under this Easement, any work or alterations performed by the Town in or to the Easement Area, or (without limiting the foregoing) otherwise as a result of any act, omission or negligence of the Town or its agents, employees, or contractors in or about the Easement Area. Such indemnification will not be extended to include protection from damages arising from Dartmouth’s own negligence, or the negligence of its agents, employees, or contractors.

Dartmouth shall notify the Town in writing with reasonable promptness of any suits, proceedings, claims or demands with respect to which Dartmouth requests indemnifications. The Town shall have the right to assume the entire control of the defense, compromise or settlement of any claim or proceeding as to which Dartmouth has requested indemnification, and Dartmouth shall cooperate fully with the Town in such defense. If agreed to by both the Town and Dartmouth, Dartmouth may join in suit arising from a claim for which it has claimed indemnification.
9. **Compliance with Law.** The Grantee shall use, possess, maintain, repair and replace within said Easement Area the Improvements in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations.

10. **Other Provisions.** The following further provisions govern the parties' rights, duties and obligations under this Easement Deed:

   (a) **Term of Agreement.** This Easement Deed shall be effective as of the date that it is signed below and shall continue in full force and effect unless and until it is terminated by a recorded instrument signed by each of the fee simple owners subject to or benefitted by this Easement Deed.

   (b) **No Oral Modification.** No part of this Easement Deed may be modified without the prior written consent of the owners of each of the properties subject to or benefited by this Easement Deed. Any consent or approval required of either party hereunder shall not be unreasonably withheld, conditioned, or delayed.

   (c) **Attorney’s Fees and Costs.** In the event of litigation related to the easement rights hereunder, including any litigation to enforce the terms hereof, the prevailing party in such litigation shall be entitled to recover reasonable attorney’s fees, in addition to all other expenses incurred by such litigation.

   (d) **No Oral Waiver.** A waiver of any provision of this Easement Deed or any default hereunder must be in writing. No failure to insist upon or to enforce any provision of this Easement Deed shall constitute or be interpreted as a waiver thereof. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

   (e) **Termination.** In the event that this Easement is terminated, then the Grantee shall execute an instrument terminating this Easement, and releasing any right, title or interest in and to the Easement Area.

   (f) **Binding Nature.** The covenants of the parties to this Easement are binding on and inure to the benefit of the successors and assigns of the parties.

Subject to all matters of record.

[Signature Page Follows]
DATED this ____ day of __________________, 2023.

TRUSTEES OF DARTMOUTH COLLEGE

By: ____________________________
Name: __________________________
Title: __________________________

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this ____ day of ______, 2023,
by ____________________________, the duly authorized __________________________ of Trustees of
Dartmouth College, a corporation created by Royal Charter and existing under the laws of the
State of New Hampshire, on behalf of the corporation.

Before me,

________________________________
Notary Public
ACCEPTANCE

The within conveyance is hereby accepted and authorized to be recorded in the Grafton County Registry of Deeds.

Dated this ___ day of ______, 2023.

TOWN OF HANOVER

By: __________________________
Name: 
Title: 
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _________________

The foregoing instrument was acknowledged before me this ______ day of _____________, 2023, by __________________________, the duly authorized __________________ of the Town of Hanover, a municipal corporation, on behalf of the corporation.

______________________________
Notary Public/Justice of the Peace
Print Name:______________________
My commission expires:____________
EASEMENT DEED
(North College Street Retaining Wall, Parking Lot, and Landscaping)

TOWN OF HANOVER, a municipal corporation with a mailing address of P.O. Box 483, Hanover, New Hampshire 03755 (the “Grantor” or “Town”), for consideration paid, grants to TRUSTEES OF DARTMOUTH COLLEGE, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire, with a mailing address of Dartmouth College Real Estate Office, 4 Currier Place, Suite 305, Hanover, New Hampshire 03755 (the “Grantee” or “Dartmouth”), with QUITCLAIM COVENANTS, an easement appurtenant to property of Dartmouth located in the Town of Hanover, Grafton County, New Hampshire. The easement herein conveyed is as follows:

1. **Property Subject to Easement.** The property subject to this Easement (“Burdened Property”) consists of a portion of the North College Street public right-of-way, located in the Town of Hanover, Grafton County, New Hampshire, and shown as the 8.25 wide cross hatched strip of land marked as “Easement Area” on the plan entitled “Retaining Wall Easement Plan for Dartmouth College” prepared by Rockwood Land Services, LLC and dated _________ 2022 ("Easement Plan"), to be recorded herewith.

2. **Property Benefited by Easement.** The property benefited by this Easement consists of premises shown as Lot 38/83 on the Town of Hanover tax maps, owned by Dartmouth and identified on the Easement Plan.

3. **Scope of Easement.** The Easement herein granted shall run with the land, shall be in perpetuity, shall burden the property described above as subject to this Easement, shall be for the benefit of the land described above as benefited by this Easement, and shall burden and benefit the parties, their successors and assigns.

4. **Easement Purpose.** The exact dimensions of the North College Street right of way are unknown at this time. Therefore, it is unclear of the Improvements (as defined below), are located within said right of way or are located on property of Dartmouth. As shown on the Easement Plan, if the North College Street right of way is 3 rods in width, then the easterly sideline would be 24.75 feet from the centerline of the current highway, and the Improvements would be located on property of Dartmouth. If, however, said right of way is wider than 3 rods, then the Improvements would be located within the right of way. The purpose of this Easement
is to grant an easement to Dartmouth in the event that the Improvements are in fact located within the North College Street right of way. This Easement shall be for the operation, maintenance, repair, and replacement of certain improvements, said improvements consisting of a retaining wall, lighting fixtures, a parking lot, landscaping and related appurtenances as shown on the Easement Plan (collectively, the “Improvements”). All Improvements within the Easement Area shall be the property of Dartmouth.

5. **Maintenance.** Dartmouth shall be solely responsible at its cost for all maintenance, repair, and replacement of the Improvements within the Easement Area.

6. **As Built Descriptions.** Construction of the Improvements has been completed and the actual “as-built” locations of the Improvements are shown on the Easement Plan.

7. **Insurance.** Dartmouth shall maintain liability and property insurance for the Improvements within the Easement Area. Dartmouth and the Town will obtain liability insurance covering their inter-related properties and shared easements to ensure that both parties are adequately protected. The liability insurance procured by each party shall be in a minimum amount of Two Million Dollars per occurrence and Five Million Dollars in the aggregate. Both the Town and Dartmouth shall name one another as an additional insured on their commercial general liability policies as respects the Easement Area. Beginning with the calendar year beginning January 2023 and every five (5) years thereafter, and more frequently upon the request of either party, the parties shall review such insurance coverage and consider adjustments to it, including whether the amount of such coverage should be increased in light of conditions then obtaining. Both the Town and Dartmouth shall furnish proof of insurance to the other upon request.

8. **Liability and Indemnification.** Dartmouth shall indemnify the Town and save it harmless from and against any liability, claim, demand or cause of action resulting in, but not limited to, death, personal injury, or loss of or damage to property occurring in the Easement Area, or arising, directly or indirectly, out of or in connection with the use of the Easement Area, or any breach by Dartmouth of or failure to discharge any responsibility under this Easement, any work or alterations performed by Dartmouth in or to the Easement Area, or (without limiting the foregoing) otherwise as a result of any act, omission or negligence of Dartmouth or its agents, employees, or contractors in or about the Easement Area. Such indemnification will not be extended to include protection from damages arising from the Town’s own negligence, or the negligence of its agents, employees, or contractors.

The Town shall notify Dartmouth in writing with reasonable promptness of any suits, proceedings, claims or demands with respect to which the Town requests indemnifications. Dartmouth shall have the right to assume the entire control of the defense, compromise or settlement of any claim or proceeding as to which the Town has requested indemnification, and the Town shall cooperate fully with Dartmouth in such defense. If agreed to by both the Town and Dartmouth, the Town may join in suit arising from a claim for which it has claimed
indemnification.

9. **Compliance with Law.** The Grantee shall use, possess, maintain, repair and replace within said Easement Area the Improvements in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations.

10. **Other Provisions.** The following further provisions govern the parties’ rights, duties and obligations under this Easement Deed:

(a) **Term of Agreement.** This Easement Deed shall be effective as of the date that it is signed below and shall continue in full force and effect unless and until it is terminated by a recorded instrument signed by each of the fee simple owners subject to or benefitted by this Easement Deed.

(b) **No Oral Modification.** No part of this Easement Deed may be modified without the prior written consent of the owners of each of the properties subject to or benefitted by this Easement Deed. Any consent or approval required of either party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(c) **Attorney’s Fees and Costs.** In the event of litigation related to the easement rights hereunder, including any litigation to enforce the terms hereof, the prevailing party in such litigation shall be entitled to recover reasonable attorney’s fees, in addition to all other expenses incurred by such litigation.

(d) **No Oral Waiver.** A waiver of any provision of this Easement Deed or any default hereunder must be in writing. No failure to insist upon or to enforce any provision of this Easement Deed shall constitute or be interpreted as a waiver thereof. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

(e) **Termination.** In the event that this Easement is terminated, then the Grantee shall execute an instrument terminating this Easement, and releasing any right, title or interest in and to the Easement Area.

(f) **Binding Nature.** The covenants of the parties to this Easement are binding on and inure to the benefit of the successors and assigns of the parties.

Subject to all matters of record.

[Signature Page Follows]
DATED this ___ day of ________________, 2023.

TOWN OF HANOVER

By: ____________________________
Name: __________________________
Title: __________________________
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _________________

The foregoing instrument was acknowledged before me this ___ day of
______________, 2023, by ____________________________, the duly authorized
__________________________ of the Town of Hanover, a municipal corporation, on behalf of the
corporation.

______________________________
Notary Public/Justice of the Peace
Print Name: ____________________
My commission expires: ____________
EASEMENT DEED

TOWN OF HANOVER, a municipal corporation with a mailing address of P.O. Box 483, Hanover, New Hampshire 03755 (the "Grantor" or "Town"), for consideration paid, grants to TRUSTEES OF DARTMOUTH COLLEGE, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire, with a mailing address of Dartmouth College Real Estate Office, 4 Currier Place, Suite 305, Hanover, New Hampshire 03755 (the "Grantee" or "Dartmouth"), with QUITCLAIM COVENANTS, an easement appurtenant to property of Dartmouth located in the Town of Hanover, Grafton County, New Hampshire. The easement herein conveyed is as follows:

1. Property Subject to Easement. The property subject to this Easement ("Burdened Property") consists of a portion of the East Wheelock Street public right-of-way, located in the Town of Hanover, Grafton County, New Hampshire, and shown as the Easement Area of 3,765+/- square feet ("Easement Area") on the plan entitled “Easement Plan for Hanover Inn – Porte Cochere” ("Easement Plan"), to be recorded herewith.

2. Property Benefited by Easement. The property benefited by this Easement ("Hanover Inn Parcel") consists of premises shown as Lot 34/120 on a plan entitled “Boundary Line Adjustment for Dartmouth College, Hanover Inn Parcel, Main Street and Wheelock Street, Hanover, N.H.,” prepared by Pathways Consulting, LLC, dated November 2, 2010, and recorded in the Grafton County Registry of Deeds as Plan #13933 ("Boundary Line Adjustment Plan"). The common boundary between the Burdened Property and the Hanover Inn Parcel is shown on the Boundary Line Adjustment Plan.

3. Scope of Easement. The Easement herein granted shall run with the land, shall be in perpetuity, shall burden the property described above as subject to this Easement, shall be for the benefit of the land described above as benefited by this Easement, and shall burden and benefit the parties, their successors and assigns, provided however that the Grantor shall have the right to terminate the Easement on not less than six (6) month’s prior written notice to the Grantee in the event that the Benefitted Property ceases for a period longer than twenty-four (24) consecutive months, other than for purposes of repair, renovations, or replacement, to be used as an inn, hotel, or for other purposes for which the Improvements as defined herein are materially important. Dartmouth shall have exclusive use of the Easement Area and the Improvements located therein, as set forth more fully in Par. 5 below, except that (i) the public shall have the right in common with Dartmouth, its successors and assigns, and its and their employees, agents,
licensees, and guests, to walk over, on, and across the Easement Area, and (ii) Dartmouth, its successors and assigns, and its and their employees, agents, licensees, and guests shall have the right to use the Easement Area and the Improvements for purposes relating to the Lang Building and the Hopkins Center, as provided in the “Amended and Restated Declaration of Easements” declared by Dartmouth, dated July 11, 2011, and recorded in the Grafton Country Registry of Deeds in Book 3810, Page 958.

4. **Easement Purpose.** This Easement shall be for the installation, operation, maintenance, repair, and replacement of the Improvements and as shown on the Easement Plan, and for the use of the Improvements and the Easement Area in connection with the operation of the Hanover Inn, including without limitation its overnight, conference, meeting room, catering, restaurant, garage, and other facilities, and including the right of Dartmouth, its successors and assigns, employees, agents, licensees, and guests, to use the Improvements and Easement Area generally for vehicular and pedestrian access (both ingress and egress) over the asphalt driveway ramps and concrete sidewalks to and from the Hanover Inn Parcel. This Easement also shall be for the access, egress, and other rights of use granted in connection with the use of the Lang Building and the Hopkins Center as set forth in the Amended and Restated Declaration of Easements described in Par. 3 above.

5. **Easement Area Improvements.** Located within the Easement Area and shown in more detail on the Easement Plan are certain improvements, including the hotel porte-cochere with its columns, railing, and canopy; the asphalt driveway ramp and appurtenances providing access/egress for the Hanover Inn Garage; removable bollards with chains; brick pavers; planters and planting areas; benches; lighting fixtures in and attached to the porte-cochere canopy; trees and tree grate systems; storm water drain system; and the electrical vaults and underground electrical system (collectively, the “Improvements”). All Improvements within the Easement Area shall be the property of Dartmouth.

6. **As Built Descriptions.** Construction of the Improvements has been completed and the actual “as-built” locations of the Improvements are shown on the Easement Plan.

7. **Construction and Maintenance.** The Grantee may use, operate, maintain, repair, and replace the Improvements in the manner and for the purposes described herein. All Improvements shall be constructed and maintained in a good, workmanlike fashion, in accordance with any and all laws, codes, rules, regulations and ordinances, and with any and all governmental approvals and permits. Additionally, tree work shall be directed by an arborist following recognized standards. The Grantee shall be responsible for sweeping, sanding, snow and ice removal promptly after storms, and other routine upkeep within the Easement Area. The Grantee also shall be responsible for the maintenance of the plantings within the Easement Area, including the trees and associated tree grate systems which are owned by the Grantor.

The Grantee shall be responsible for and shall pay for any damage, together with associated expenses, costs and fees, within the Easement Area which may result from the Grantee’s
constructing, maintaining, operating, altering, repairing, removing, changing from the size of or replacing the Improvements. Following the completion of any work by the Grantee within the Easement Area, the Grantee shall restore the Easement Area to its condition prior to such work. Any other land of the Grantor disturbed during the course of construction, maintenance, repair or replacement of the Improvements within the Easement Area and not otherwise occupied by such Improvements, shall be restored to its original condition at the Grantee’s expense. The Grantee shall obtain such Town permits and approvals as are required for any such work. The Grantee shall ensure that any and all contractors and subcontractors performing labor or supplying materials to the Easement Area on behalf of the Grantee are paid in a timely manner so as to prevent the imposition of a lien on the property on which the Easement Area is located.

In the event that Grantee does not undertake maintenance or repair measures that the Town deems, reasonably, to be necessary for public safety reasons, then the Grantor may enter on to the Easement Area and perform such work itself and Grantee shall reimburse the Grantor for the reasonable cost and expense of same after receipt of invoices therefore, provided, however, in such event: (i) the Grantor shall endeavor to provide to the Grantee three business (3) days’ advance written notice of any such work to be undertaken by the Grantor within or affecting the Easement Area, except in case of an emergency, in which case it shall promptly provide prior verbal notice to the Grantee (Director of Facilities, Operations and Management or the then equivalent office) of the emergency condition and the work done to address it; (ii) the Grantor shall be responsible for and shall pay for any damage, together with associated expenses, costs and fees, which may result from the Grantor’s negligence; (iii) following the completion of any such work by the Grantor within the Easement Area, the Grantor shall restore the Easement Area to its condition prior to such work; and (iv) except in the case of an emergency, the Grantor shall coordinate any and all work in the Easement Area with the Grantee so that such work does not materially interfere or interrupt the Grantee’s business operations.

8. **Insurance.** Dartmouth shall maintain liability and property insurance for the Improvements within the Easement Area. Dartmouth and the Town will obtain liability insurance covering their inter-related properties and shared easements to ensure that both parties are adequately protected. The liability insurance procured by each party shall be in a minimum amount of Two Million Dollars per occurrence and Five Million Dollars in the aggregate. Both the Town and Dartmouth shall name one another as an additional insured on their commercial general liability policies as respects the Easement Area. Beginning with the calendar year beginning January 2023 and every five (5) years thereafter, and more frequently upon the request of either party, the parties shall review such insurance coverage and consider adjustments to it, including whether the amount of such coverage should be increased in light of conditions then obtaining. Both the Town and Dartmouth shall furnish proof of insurance to the other upon request.

9. **Liability and Indemnification.** Dartmouth shall indemnify the Town and save it harmless from and against any liability, claim, demand or cause of action resulting in, but not limited to, death, personal injury, or loss of or damage to property occurring in the Easement Area, or
arising, directly or indirectly, out of or in connection with the use of the Easement Area, or any breach by Dartmouth of or failure to discharge any responsibility under this Easement, any work or alterations performed by Dartmouth in or to the Easement Area, or (without limiting the foregoing) otherwise as a result of any act, omission or negligence of Dartmouth or its agents, employees, or contractors in or about the Easement Area. Such indemnification will not be extended to include protection from damages arising from the Town’s own negligence, or the negligence of its agents, employees, or contractors.

The Town shall notify Dartmouth in writing with reasonable promptness of any suits, proceedings, claims or demands with respect to which the Town requests indemnifications. Dartmouth shall have the right to assume the entire control of the defense, compromise or settlement of any claim or proceeding as to which the Town has requested indemnification, and the Town shall cooperate fully with Dartmouth in such defense. If agreed to by both the Town and Dartmouth, the Town may join in suit arising from a claim for which it has claimed indemnification.

10. Compliance with Law. The Grantee shall use, possess, maintain, repair and replace said Easement Area the Improvements, and the Grantor shall use, possess, maintain, repair and replace the Town Improvements, in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations, and in accordance with any and all federal, state and local permits and approvals.

11. Other Provisions. The following further provisions govern the parties’ rights, duties and obligations under this Easement Deed:

(a) Term of Agreement. This Easement Deed shall be effective as of the date that it is signed below and shall continue in full force and effect unless and until it is terminated by a recorded instrument signed by each of the fee simple owners subject to or benefitted by this Easement Deed.

(b) No Material Change/No Oral Modification. The Grantee shall make no material changes to the Improvements in the Easement Area without the prior written consent of the Grantor. No part of this Easement Deed may be modified without the prior written consent of the owners of each of the properties subject to or benefitted by this Easement Deed. Any consent or approval required of either party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(c) Attorney’s Fees and Costs. In the event of litigation related to the easement rights hereunder, including any litigation to enforce the terms hereof, the prevailing party in such litigation shall be entitled to recover reasonable attorney’s fees, in addition to all other expenses incurred by such litigation.
(d) **No Oral Waiver.** A waiver of any provision of this Easement Deed or any default hereunder must be in writing. No failure to insist upon or to enforce any provision of this Easement Deed shall constitute or be interpreted as a waiver thereof. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

(e) **Termination.** In the event that this Easement is terminated, then the Grantee shall execute an instrument terminating this Easement, and releasing any right, title or interest in and to the Easement Area.

(f) **Binding Nature.** The covenants of the parties to this Easement are binding on and inure to the benefit of the successors and assigns of the parties.

Subject to all matters of record.

DATED this ____ day of ______________, 2023.

TOWN OF HANOVER

By: __________________________
Name:
Title:
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _________________

The foregoing instrument was acknowledged before me this ____ day of ______________, 2023, by __________________________, the duly authorized _________________ of the Town of Hanover, a municipal corporation, on behalf of the corporation.

Notary Public/Justice of the Peace
Print Name: __________________________
My commission expires: __________________________
EASEMENT DEED

TOWN OF HANOVER, a municipal corporation with a mailing address of P.O. Box 483, Hanover, New Hampshire 03755 (the "Grantor" or "Town"), for consideration paid, grants to TRUSTEES OF DARTMOUTH COLLEGE, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire, with a mailing address of Dartmouth College Real Estate Office, 4 Currier Place, Suite 305, Hanover, New Hampshire 03755 (the "Grantee" or "Dartmouth"), with QUITCLAIM COVENANTS, an easement appurtenant to property of Dartmouth located in the Town of Hanover, Grafton County, New Hampshire. The easement herein conveyed is as follows:

1. Property Subject to Easement. The property subject to this Easement consists of a portion of the West Wheelock Street public right-of-way, located in the Town of Hanover, Grafton County, New Hampshire, and shown as the Easement area ("Easement Area") outlined in bold dash marks on the attached exhibit and also shown on a plan entitled "Roadway Plan and Profile, Sta. 0+00 – 5+85, Old Tuck Drive – Roadway Construction, Dartmouth College West Campus, Town of Hanover, Grafton County, New Hampshire" (the "Plan"). Copies of the Plan are filed in the Town of Hanover Office of Planning and Zoning in the records of Site Plan Approval by the Hanover Planning Board on July 10, 2018, Case Number 033-083P2018-46.

2. Property Benefited by Easement. The property benefited by this Easement consists of premises shown as Lot 33/83 on the Town of Hanover tax maps, owned by Dartmouth and identified on the Plan.

3. Scope of Easement. The Easement herein granted shall run with the land, shall be in perpetuity, shall burden the property described above as subject to this Easement, shall be for the benefit of the land described above as benefited by this Easement, and shall burden and benefit the parties, their successors and assigns.

4. Easement Purpose. This Easement shall be for the operation, maintenance, repair, and replacement of a sidewalk and of a portion of Old Tuck Drive, as shown on the attached exhibit and the Plan and generally for vehicular and pedestrian access (both ingress and egress) over the Easement Area. Located within the Easement Area and shown in more detail on the attached exhibit and the Plan are certain improvements (collectively, the "Improvements"). All Improvements within the Easement Area shall be the property of Dartmouth.
5. **Maintenance.** Dartmouth shall be solely responsible at its cost for all maintenance, repair, and replacement of the Improvements within the Easement Area.

6. **As Built Descriptions.** Construction of the Improvements has been completed and the actual “as-built” locations of the Improvements in Easement Area are shown on the attached exhibit.

7. **Insurance.** Dartmouth shall maintain liability and property insurance for the Improvements within the Easement Area. Dartmouth and the Town will obtain liability insurance covering their inter-related properties and shared easements to ensure that both parties are adequately protected. The liability insurance procured by each party shall be in a minimum amount of Two Million Dollars per occurrence and Five Million Dollars in the aggregate. Both the Town and Dartmouth shall name one another as an additional insured on their commercial general liability policies as respects the Easement Area. Beginning with the calendar year beginning January 2023 and every five (5) years thereafter, and more frequently upon the request of either party, the parties shall review such insurance coverage and consider adjustments to it, including whether the amount of such coverage and consider adjustments to it, including whether the amount of such coverage should be increased in light of conditions then obtaining. Both the Town and Dartmouth shall furnish proof of insurance to the other upon request.

8. **Liability and Indemnification.** Dartmouth shall indemnify the Town and save it harmless from and against any liability, claim, demand or cause of action resulting in, but not limited to, death, personal injury, or loss of or damage to property occurring in the Easement Area, or arising, directly or indirectly, out of or in connection with the use of the Easement Area, or any breach by Dartmouth of or failure to discharge any responsibility under this Easement, any work or alterations performed by Dartmouth in or to the Easement Area, or (without limiting the foregoing) otherwise as a result of any act, omission or negligence of Dartmouth or its agents, employees, or contractors in or about the Easement Area. Such indemnification will not be extended to include protection from damages arising from the Town’s own negligence, or the negligence of its agents, employees, or contractors.

The Town shall notify Dartmouth in writing with reasonable promptness of any suits, proceedings, claims or demands with respect to which the Town requests indemnifications. Dartmouth shall have the right to assume the entire control of the defense, compromise or settlement of any claim or proceeding as to which the Town has requested indemnification, and the Town shall cooperate fully with Dartmouth in such defense. If agreed to by both the Town and Dartmouth, the Town may join in suit arising from a claim for which it has claimed indemnification.

9. **Compliance with Law.** The Grantee shall use, possess, maintain, repair and replace within said Easement Area the Improvements in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations.
10. **Other Provisions.** The following further provisions govern the parties’ rights, duties, and obligations under this Easement Deed:

(a) **Term of Agreement.** This Easement Deed shall be effective as of the date first written above and shall continue in full force and effect unless and until it is terminated by a recorded instrument signed by each of the fee simple owners subject to or benefitted by this Easement Deed.

(b) **No Material Change/No Oral Modification.** The Grantee shall make no material changes to the Improvements in the Easement Area without the prior written consent of the Grantor. No part of this Easement Deed may be modified without the prior written consent of the owners of each of the properties subject to or benefited by this Easement Deed. Any consent or approval required of either party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(c) **Attorney’s Fees and Costs.** In the event of litigation related to the easement rights hereunder, including any litigation to enforce the terms hereof, the prevailing party in such litigation shall be entitled to recover reasonable attorney’s fees, in addition to all other expenses incurred by such litigation.

(d) **No Oral Waiver.** A waiver of any provision of this Easement Deed or any default hereunder must be in writing. No failure to insist upon or to enforce any provision of this Easement Deed shall constitute or be interpreted as a waiver thereof. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

(e) **Termination.** In the event that this Easement is terminated, then the Grantee shall execute an instrument terminating this Easement, and releasing any right, title or interest in and to the Easement Area.

(f) **Binding Nature.** The covenants of the parties to this Easement are binding on and inure to the benefit of the successors and assigns of the parties.

Subject to all matters of record.

[Signature page follows]
DATED this _____ day of __________________, 2023.

TOWN OF HANOVER

By: ________________________________

Name: ______________________________

Title: Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF ________________________

The foregoing instrument was acknowledged before me this _____ day of
____________________, 2023, by ________________________________, the duly authorized
____________________ of the Town of Hanover, a municipal corporation, on behalf of the
corporation.

____________________

Notary Public/Justice of the Peace
Print Name: ______________________________
My commission expires: ______________________________
See attached
TRUSTEES OF DARTMOUTH COLLEGE, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire, with a mailing address of Dartmouth College Real Estate Office, 4 Currier Place, Suite 305, Hanover, New Hampshire 03755 (the "Grantor" or "Dartmouth"), for consideration paid, grants to TOWN OF HANOVER, a municipal corporation with a mailing address of P.O. Box 483, Hanover, New Hampshire 03755 (the "Grantee" or "Town"), with QUITCLAIM COVENANTS, an easement on property located in the Town of Hanover, Grafton County, New Hampshire. The easement herein conveyed is as follows:

1. Property Subject to Easement. The property subject to this Easement ("Burdened Property") consists of a portion of the premises shown as Lot 33/83 on the Town of Hanover tax maps, located in the Town of Hanover, Grafton County, New Hampshire, and shown as the Easement area ("Easement Area") outlined in light dash marks on the attached exhibit ("Easement Plan"), to be recorded herewith.

2. Scope of Easement. The Easement herein granted shall run with the land, shall be in perpetuity, shall burden the property described above as subject to this Easement, and shall burden and benefit the parties, their successors and assigns.

3. Easement Purpose. This Easement shall be for the operation, maintenance, repair, and replacement of the improvements, said improvements consisting of a sewage pump station including wetwell, control building, valve vault, standby power, and force main as installed during the calendar years 2020 -2022 and shown on the Easement Plan (collectively, the "Improvements"). This Easement is granted together with the non-exclusive right to ingress and egress from West Wheelock Road to the Easement Area in order to access the Improvements, along with the non-exclusive right to locate the underground utilities necessary to serve the Improvements including communications, electrical and sewage force main, in the locations as shown on the Easement Plan. All Improvements within the Easement Area shall be the property of the Town.

4. Maintenance. The Town shall be solely responsible at its cost for all maintenance, repair, and replacement of the Improvements within the Easement Area.
5. **As Built Descriptions.** Construction of the Improvements has been completed and the actual “as-built” locations of the Improvements are shown on the Easement Plan.

6. **Insurance.** The Town shall maintain general liability, pollution legal liability and property insurance for the Improvements within the Easement Area. Dartmouth and the Town will obtain general liability insurance covering their inter-related properties and shared easements to ensure that both parties are adequately protected. The general liability insurance procured by each party shall be in a minimum amount of Two Million Dollars per occurrence and Five Million Dollars in the aggregate. The Town shall maintain pollution legal liability for a minimum amount of Two Million Dollars each incident. Both the Town and Dartmouth shall name one another as an additional insured on their commercial general liability policies as respects the Easement Area. Beginning with the calendar year beginning January 2023 and every five (5) years thereafter, and more frequently upon the request of either party, the parties shall review such insurance coverage and consider adjustments to it, including whether the amount of such coverage and consider adjustments to it, including whether the amount of such coverage should be increased in light of conditions then obtaining. Both the Town and Dartmouth shall furnish proof of insurance to the other upon request.

7. **Liability and Indemnification.** The Town shall indemnify Dartmouth and save it harmless from and against any liability, claim, demand or cause of action resulting in, but not limited to, death, personal injury, or loss of or damage to property occurring in the Easement Area, or arising, directly or indirectly, out of or in connection with the use of the Easement Area, or any breach by the Town of or failure to discharge any responsibility under this Easement, any work or alterations performed by the Town in or to the Easement Area, or (without limiting the foregoing) otherwise as a result of any act, omission or negligence of the Town or its agents, employees, or contractors in or about the Easement Area. Such indemnification will not be extended to include protection from damages arising from Dartmouth’s own negligence, or the negligence of its agents, employees, or contractors.

Dartmouth shall notify the Town in writing with reasonable promptness of any suits, proceedings, claims or demands with respect to which Dartmouth requests indemnifications. The Town shall have the right to assume the entire control of the defense, compromise or settlement of any claim or proceeding as to which Dartmouth has requested indemnification, and Dartmouth shall cooperate fully with the Town in such defense. If agreed to by both the Town and Dartmouth, Dartmouth may join in suit arising from a claim for which it has claimed indemnification.

8. **Compliance with Law.** The Grantee shall use, possess, maintain, repair and replace within said Easement Area the Improvements in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules and regulations.

9. **Other Provisions.** The following further provisions govern the parties’ rights, duties and obligations under this Easement Deed:
(a) Term of Agreement. This Easement Deed shall be effective as of the date that it is signed below and shall continue in full force and effect unless and until it is terminated by a recorded instrument signed by each of the fee simple owners subject to or benefitted by this Easement Deed.

(b) No Oral Modification. No part of this Easement Deed may be modified without the prior written consent of the owners of each of the properties subject to or benefited by this Easement Deed. Any consent or approval required of either party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(c) Attorney’s Fees and Costs. In the event of litigation related to the easement rights hereunder, including any litigation to enforce the terms hereof, the prevailing party in such litigation shall be entitled to recover reasonable attorney’s fees, in addition to all other expenses incurred by such litigation.

(d) No Oral Waiver. A waiver of any provision of this Easement Deed or any default hereunder must be in writing. No failure to insist upon or to enforce any provision of this Easement Deed shall constitute or be interpreted as a waiver thereof. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or any other provision set forth herein.

(e) Termination. In the event that this Easement is terminated, then the Grantee shall execute an instrument terminating this Easement, and releasing any right, title or interest in and to the Easement Area.

(f) Binding Nature. The covenants of the parties to this Easement are binding on and inure to the benefit of the successors and assigns of the parties, subject to all matters of record.

Subject to all matters of record.

[Signature Page Follows]
DATED this __ day of ____________ , 2023.

TRUSTEES OF DARTMOUTH COLLEGE

By: ___________________________
Name: ___________________________
Title: ___________________________

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this __ day of ____________, 2023, by ___________________________, the duly authorized __________________________ of Trustees of Dartmouth College, a corporation created by Royal Charter and existing under the laws of the State of New Hampshire, on behalf of the corporation.

Before me,

______________________________
Notary Public
ACCEPTANCE

The within conveyance is hereby accepted and authorized to be recorded in the Grafton County Registry of Deeds.

Dated this ___ day of ______, 2023.

TOWN OF HANOVER

By: __________________________________________
Name: 
Title: 
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF __________________________

The foregoing instrument was acknowledged before me this _______ day of ____________________, 2023, by __________________________________________, the duly authorized __________________________________________ of the Town of Hanover, a municipal corporation, on behalf of the corporation.

______________________________
Notary Public/Justice of the Peace
Print Name: __________________________
My commission expires: __________________________
Memo

To: Hanover Selectboard

From: Robert Houseman, Director of Planning Zoning and Codes

Date: May 22, 2023

Subject: Transfer of Baum Conservation Property to the Hanover Conservation Commission

I am writing to bring to your attention the proposed transfer of the Baum Conservation Property to the Hanover Conservation Commission. This memo outlines the details of this transfer.

The process for the Conservation Commission to accept a gift of land is straightforward:

**36-A:4 Powers.** I. Said commission may receive gifts of money, personal property, real property, and water rights, either within or outside the boundaries of the municipality, by gift, grant, bequest, or devise, subject to the approval of the local governing body, such gifts to be managed and controlled by the commission for the purposes of this section. Said commission may acquire in the name of the city or town, subject to the approval of the local governing body, by purchase, the fee in such land or water rights within the boundaries of the municipality, or any lesser interest, development right, easement, covenant, or other contractual right including conveyances with conditions, limitations, or reversions, as may be necessary to acquire, maintain, improve, protect, or limit the future use of or otherwise conserve and properly utilize open spaces and other land and water areas within their city or town, and shall manage and control the same, but the city or town or commission shall not have the right to condemn property for these purposes.

As long as it is not spending money, no hearing on the acceptance of the land is required, though it’s certainly never a bad idea for the Conservation Commission to hold a hearing. Regardless of whether they do, someone will need to present the proposed gift to the Selectboard at a meeting and get
them to vote to approve the acceptance of the property. The BOS should also designate Alex as the person authorized to sign the acceptance on the deed.

Background:
The Baum Conservation Property, located in Hanover, was first purchased by the town to conserve. The town held it until a conservation-focused buyer could be found. Fortunately, Jim and Carol Baum purchased the property and granted a conservation easement on the property to the Town of Hanover. With Jim Baum’s death in February, the Family is hopeful that the town, through the Conservation Commission, will accept the gift of the Baum property. This property has long been recognized as an invaluable natural resource for our community, with its diverse ecosystems, scenic beauty, and trail system. Over the years, town staff has actively monitored its easement, and the Conservation Commission has managed this property, ensuring its preservation for future generations.

In addition, Carol Baum, through their foundation, will be donating $50,000 to fund the maintenance and upkeep of conservation lands in Hanover, including the Baum Conservation property.

Recommendation:
I recommend that the Hanover Selectboard endorse the transfer of the Baum Conservation Property to the Hanover Conservation Commission and schedule a hearing on excepting this gift.

This transfer will enable the Commission to carry out its mission more effectively, engage the community, and ensure the long-term conservation of this valuable resource.

Thank you for your attention to this matter. Should you have any questions or require further information, please do not hesitate to contact me.
May 31, 2023

Mr. Robert Houseman
Conservation Commission, Town of Hanover, NH
41 S. Main, Box 483
Hanover, NH 03755

Dear Robert,

We are pleased to present to you the enclosed grant from the Baum Non-Endowed Fund here at the Community Foundation of Grundy County. **This grant is for the maintenance of conservation areas in Hanover, NH.**

Please note that this grant is to only be used for the purpose outlined above. If your organization cannot use these monies for these purposes, please contact us. Any unused monies must be returned. Please also be sure to mention the Baum Non-Endowed Fund Community Foundation of Grundy County in your marketing, as well as send us any PR and/or photos relating to this grant for our marketing.

At your convenience, please send an acknowledgement (**without a tax deduction letter**) to:

Mrs. Carol Baum
56 Penn Road, Box 47
Hanover, NH 03755

Please send a copy to the Community Foundation of Grundy County for our files.

Congratulations and best of luck to you in your endeavors!!

Best regards,

Julianne Buck
Executive Director
WARRANTY DEED
(EXEMPT FROM TRANSFER TAX PURSUANT TO R.S.A. 78-B:2, XXII)

We, CAROL BAUM, an unremarried widow, of Hanover, County of Grafton, State of New Hampshire, Grantor, for consideration paid, grant to the Town of Hanover, a municipal corporation, of Hanover, County of Grafton, State of New Hampshire, whose mailing address is P. O. Box 483, 41 South Main Street, Hanover, NH 03755, Grantee, with WARRANTY COVENANTS:

Three certain tracts or parcels of land with any buildings and improvements thereon, situated in Hanover, County of Grafton, State of New Hampshire, bounded and described as follows:

Parcel 1:

A certain tract or parcel of land situated in Hanover, Grafton County, New Hampshire, described as follows:


Parcel 2:

A certain tract or parcel of land, with any improvement thereon, situated in the Town of Hanover, County of Grafton and State of New Hampshire, bounded and described as follows:

Beginning at a stone post with stone around it on the left of the highway leading from the Village of North Enfield to the neighborhood (formerly known as Goss neighborhood) being the bound between, now or formerly, one Choate and one Tilton; thence westerly up the hill on line of Choate pasture, so-called, to land formerly owned by Albert Merrill; thence northerly along line of Merrill and Tilton, now or formerly, to a bound established by Russell Goss and George Clark, it being a stake set in the ground; thence easterly along line of Russell Goss, now or formerly, to the highway; thence southerly along said highway to the point of beginning.

Reserving to Andre S. Ladabauche and Robert J. Perry, their heirs, successors and assigns, the rights to use the dug well located on the herein conveyed premises which well shall
be used for the benefit of other property owned by the said Andre S. Ladabauche and Robert J. Perry located across the road from these premises. This reservation includes the right of access and egress to said well for purposes of maintaining, repairing or replacing any and all aqueducts from said well.

**Bissell-Babbitt Lot:**

A certain tract or parcel of land in the Town of Hanover, Grafton County, State of New Hampshire, shown on a plan entitled “Babbitt Lot, Town of Hanover, County of Grafton, State of New Hampshire” dated 30 January 1975, prepared by Wagner Woodlands & Co., Lyme, New Hampshire, being bounded and described as follows:

Beginning at a stake and stones on the westerly sideline of Goss Road;

Thence running North 36° West a distance of eight hundred ninety-eight (898.00) feet, more or less, following a wire fence and then a stone wall to a stake and stones at the end of said stone wall by a large oak tree;

Thence turning and running North 33° East a distance of one thousand one hundred and thirty-one (1,131.00) feet, more or less, following a wire fence to a point;

Thence turning and running North 47° East a distance of six hundred twenty (620.00) feet, more or less, to a point;

Thence turning and running South 36° East a distance of one thousand six hundred ninety-eight (1,698.00) feet, more or less, to a point on the westerly sideline of Goss Road opposite, and in line with, a stake and stones and granite post inscribed with the letter "O" on the easterly sideline of Goss Road;

Thence turning and running southerly approximately one thousand six hundred ninety-three (1,693.00) feet, more or less, along the westerly sideline of the Goss Road right-of-way to the point and place of beginning.

All bearings are magnetic. Containing 56 acres, more or less.

Subject to the terms and conditions set out in a Conservation Easement Deed from James H. Baum and Carol Baum to the Town of Hanover, dated August 3, 2005, and recorded in Book 3175, Page 475 of the Grafton County Registry of Deeds with the exception of condition 4E (reservation of a seasonal dwelling) which the Grantor permanently waives.

Reference is also made to an Easement Deed from H. James Baum and Carol Baum to Trustees of Dartmouth College dated 11 December 2007 and recorded at Book 3477, Page 610 and to a Warranty Deed from H. James Baum and Carol Baum dated 11 December 2007 and recorded at Book 3477, Page 608.

Meaning and intending to convey all and the same land and premises as conveyed to H. James Baum and Carol Baum by Warranty Deed of the Town of Hanover, dated August 3, 2005, and recorded in Book 3175, Page 472 of the Grafton County Registry of Deeds.

H. James Baum died in Hanover, New Hampshire on 06 April 2023 and upon his death, Carol Baum survived to sole ownership of the property.

This is not the homestead property of the Grantors.
STATE OF NEW HAMPSHIRE
County of Grafton, ss.

Before me, the undersigned officer, this ___ day of June, 2023 personally appeared Carol Baum, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

__________________________
Notary Public
My commission expires:
Vision Zero Hanover is our commitment to focus the town’s resources on proven strategies to eliminate the likelihood of fatal or serious traffic crashes in the town by 2030. **We are inspired by the belief that even one fatality is too many.**

This vision is in line with the New Hampshire government and Transportation Management Center’s “New Hampshire Driving Towards Zero” which states: “Our vision is to reduce the number of fatal and severe injury crashes on New Hampshire roadways to ZERO.”

The New Hampshire Department of Transportation reports that in this state alone, there are about 15,000 injury crashes each year. These crashes can be costly for the victims. Just one year of New Hampshire fatal motor vehicle crashes cost $143 million in medical bills and lost wages alone.

While Hanover has a relatively good record on traffic safety compared to many other towns and cities, that data may not accurately predict future risks. While only 19% of the U.S. population lives in rural areas, 43% of all roadway fatalities occur on rural roads. The fatality rate on rural roads is almost 2 times higher than on urban roads. We are not content to be reactive in preventing serious injury and death on our roads. Death and serious injury are not part of the cost of doing business or living in our town. That’s why the Hanover is launching Vision Zero Hanover.

**Vision Zero Hanover looks behind the statistics at:**

- the human and economic cost of traffic crashes
- the dangers created by busy, high-speed roads in the heart of our town
- the importance of properly marked crossings and adequate provisions for all road users (including pedestrians and bicyclists) and
- the impact of speeding on neighborhood streets that can limit access, mobility, and opportunity for people who need it the most.

**Vision Zero Hanover prioritizes safety and takes a people-first approach to transportation and community building.** Everyone benefits from a transportation system that’s made safer for the most vulnerable road users.
Vision Zero Hanover takes a Safe Systems Approach, acknowledging that in our small town, with our small population, we do not have statistically significant data about where fatalities and severe injuries will occur, and that we will use well established appropriate national data to proactively design our transportation system to minimize the likelihood of severe injury and fatality based on these and other known facts –

- 90 percent of the top pedestrian fatality hotspots are on roadways with three or more lanes.

- 75 percent of all fatal pedestrian crashes occur in darkness.

- 78 percent of the vehicles involved in fatal pedestrian crashes were on a roadway with a speed limit greater than 30 miles per hour (mph).

- Unsafe speeds are now a well-documented and understood factor in death and injury, especially among people outside of a vehicle.

- Arterial roads (roads such as Rt 10) comprise over half of all traffic deaths in 2020 despite constituting approximately ten percent of the Nation’s public road mileage.

- Design can help to make roads and streets “self-enforcing,” offering drivers contextual encouragement - via lane width, intersection design, pedestrian and bicyclist infrastructure, and other features - to drive at safer speeds.

- Speed limits frame expectations for drivers and other roadway users, and should be set to provide a safe speed to protect drivers, other people in motor vehicles, and people walking, biking, and rolling along the roadway.

- Setting safer speed limits is a critical tool for reducing crashes and injury, and methods for setting speed limits should be customized to the context of the roadway.

- Context-sensitive design permits the flexibility to address variations in the purpose and anticipated use of roads, as well as take into consideration the surrounding land use and potential impacts related to the natural environment.
## OFFICE OF HIGHWAY SAFETY GRANT AGREEMENT

The State of New Hampshire and the Subrecipient hereby mutually agree as follows:

### GENERAL PROVISIONS

**Grant Agreement Title:** Hanover PD Highway Safety Grant

<table>
<thead>
<tr>
<th><strong>1. Identification and Definitions.</strong></th>
<th></th>
</tr>
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<tbody>
<tr>
<td><strong>1.1. State Agency Name</strong></td>
<td>New Hampshire Department of Safety</td>
</tr>
<tr>
<td></td>
<td>Office of Highway Safety</td>
</tr>
<tr>
<td><strong>1.3. Subrecipient Name</strong></td>
<td>Hanover Police Department</td>
</tr>
<tr>
<td><strong>Chief of Police Name:</strong></td>
<td>Charles Dennis</td>
</tr>
<tr>
<td><strong>Grant Contact Name:</strong></td>
<td>E. Douglas Hackett</td>
</tr>
<tr>
<td><strong>1.4. UEI #</strong></td>
<td>HDSEDA6SKLU4</td>
</tr>
<tr>
<td><strong>Exp Date:</strong></td>
<td>10/12/2023</td>
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<tr>
<td><strong>1.5. Subrecipient Phone #</strong></td>
<td>603-640-3333</td>
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<tr>
<td><strong>1.6. Effective Date</strong></td>
<td>10/01/2023</td>
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<tr>
<td><strong>1.7. Completion Date</strong></td>
<td>09/30/2024</td>
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<td><strong>1.8. Grant Limitation</strong></td>
<td>$16,825.00</td>
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<td><strong>1.9. Grant Officer for State Agency</strong></td>
<td>Stephen Fisher/James Gilbert</td>
</tr>
<tr>
<td><strong>1.10. State Agency Telephone Number</strong></td>
<td>603-271-6708/603-271-2021</td>
</tr>
</tbody>
</table>

"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b." "RSA Chapter 37 - Chairman of Selectmen, Town Manager, Mayor, County Commissioners.

**1.11. Subrecipient Signature 1**

**1.12. Name & Title of Subrecipient Signor 1**

**1.13. Acknowledgment:** State of New Hampshire, County of [Blank], on [Date], before the undersigned officer, personally appeared the person(s) identified in block 1.12., known to me (or satisfactorily proven) to be the person(s) whose name is signed in block 1.11., and acknowledged that he/she executed this document in the capacity indicated in block 1.12.

**1.13.1. Signature of Notary Public or Justice of the Peace (Seal)**

**1.15 Name & Title of State Agency Signor 1**

**1.14 State Agency Signature 1**

**1.16. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required)**

**1.17. Approval by Governor and Council (If applicable)**

By: [Name], Assistant Attorney General, On: [Date]

By: [Name], On: [Date]
2. **SCOPE OF WORK** In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:55-63, the Subrecipient identified in block 1.3 (hereinafter referred to as "the Subrecipient"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. **AREA COVERED** Except as otherwise specifically provided for herein, the Subrecipient shall perform the Project, and with respect to, the State of New Hampshire.

4. **EFFECTIVE DATE: COMPLETION OF PROJECT**

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.17), or upon signature by the State Agency as shown in block 1.15.

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT**

5.1. The Grant Amount is identified and more particularly described in EXHIBIT A, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT A.

5.3. In accordance with the provisions set forth in EXHIBIT A, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Subrecipient the Grant Amount. The State shall withhold from the amount otherwise payable to the Subrecipient under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Subrecipient for all expenses, of whatever nature, incurred by the Subrecipient in the performance hereof, and shall be the only, and the complete, compensation to the Subrecipient for the Project. The State shall have no liabilities to the Subrecipient other than the Grant Amount.

5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.

6. **COMPLIANCE BY SUBRECIPIENT WITH LAWS AND REGULATIONS** In connection with the performance of the Project, the Subrecipient shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Subrecipient, including the acquisition of any and all necessary permits.

7. **RECORDS AND ACCOUNTS**

7.1. Between the Effective Date and the date three (3) years after the Completion Date the Subrecipient shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date three (3) years after the Completion Date, at any time during the Subrecipient's normal business hours, and as often as the State shall demand, the Subrecipient shall make available to the State all records pertaining to matters covered by this Agreement. The Subrecipient shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Subrecipient" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Subrecipient in block 1.3 of these provisions.

8. **PERSONNEL**

8.1. The Subrecipient shall, at its own expense, provide all personnel necessary to perform the Project. The Subrecipient warrants that all personnel engaged in the project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Subrecipient shall not hire, and it shall not permit any subcontractor, sub grantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. **DATA: RETENTION OF DATA: ACCESS**

9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, performed, who exercises any functions or responsibilities in the review or computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Subrecipient shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. **CONDITIONAL NATURE OR AGREEMENT** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Subrecipient notice of such termination.

11. **EVENT OF DEFAULT: REMEDIES**

11.1. Any one or more of the following acts or omissions of the Subrecipient shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):  
11.1.1. Failure to perform the Project satisfactory or on schedule; or  
11.1.2. Failure to submit any report required hereunder; or  
11.1.3. Failure to maintain, or permit access to, the records required hereunder; or  
11.1.4. Failure to perform any of the other covenants and conditions of this Agreement.
11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

11.2.1 Give the Subrecipient a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Subrecipient notice of termination; and

11.2.2 Give the Subrecipient a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Subrecipient during the period from the date of such notice until such time as the State determines that the Subrecipient has cured the Event of Default shall never be paid to the Subrecipient; and

11.2.3 Set off against any other obligation the State may owe to the Subrecipient any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Subrecipient shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the “Termination Report”) describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Subrecipient to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Subrecipient from any and all liability for damages sustained or incurred by the State as a result of the Subrecipient’s breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Subrecipient hereunder, the Subrecipient, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST No officer, member or employee of the Subrecipient, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. SUBRECIPIENT'S RELATION TO THE STATE In the performance of this Agreement the Subrecipient, its employees, and any subcontractor or subgrantee of the Subrecipient are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Subrecipient nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen’s compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS The Subrecipient shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Subrecipient other than as set forth in EXHIBIT B without the prior written consent of the State.

16. INDEMNIFICATION The Subrecipient shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Subrecipient or subcontractor, or subgrantee or other agent of the Subrecipient. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

17. INSURANCE AND BOND

17.1. The Subrecipient shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workmen’s compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 Comprehensive liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and

$2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.

18. WAIVER OF BREACH No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce the Event of Default of any of the provisions hereof upon any further or other default on the part of the Subrecipient.

19. NOTICE Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, to a United States Post Office address to the parties at the address first given above.

20. AMENDMENT This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

22. THIRD PARTIES The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

23. ENTIRE AGREEMENT This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
# Exhibit A

## OHS Grant Award

<table>
<thead>
<tr>
<th>Project Titles</th>
<th>Federal Budget</th>
<th>Minimum Match Required</th>
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<tbody>
<tr>
<td>SPEED ENFORCEMENT PATROLS</td>
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<tr>
<td>DUI ENFORCEMENT</td>
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<td>DISTRACTED DRIVING</td>
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<td>PEDESTRIAN BICYCLE</td>
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<td>JOIN THE NH CLIQUE</td>
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<td>DRIVE SOBER OR GET PULLED OVER</td>
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<tr>
<td>U DRIVE, U TEXT, U PAY</td>
<td>$850.00</td>
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<tr>
<td>E-CRASH EQUIPMENT (MDT)</td>
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<td>E-CRASH EQUIPMENT (Printers/Scanners/Receivers/Software)</td>
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<tr>
<td>SPEED EQUIPMENT</td>
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<td>C.A.R. EQUIPMENT</td>
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<td>Community Outreach &amp; Betterment (COB) Grant</td>
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<td><strong>Total</strong></td>
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<td><strong>$4,675.00</strong></td>
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**Total amount Federal funds obligated to the subrecipient,** (2 CFR § 200.331(a)(1)(vii)

**Project Costs:** 80% Federal Funds, 20% Applicant Share [Minimum Match Required].

---

**Awarding Agency:** Office of Highway Safety (OHS)

**Federal Awarding Agency:** National Highway Traffic Safety Administration (NHTSA), US DOT NHTSA

Region 1 55 Broadway, RTV-BE Cambridge, MA 02142

**Budget period (new)** – 10/01/2023 to 09/30/2024

**Is This a Research and Development Project:** NO
• Officers funded during these overtime enforcement grants shall be dedicated in total to traffic law enforcement, except in the case of a criminal offense committed in the officer’s presence, in the case of response to an officer in distress, or in the case of a riot where all available personnel must divert their attention.
• Officers may pull over drivers for any driving offense during patrols. This includes, but is not limited to, suspected drunk driving, speeding, school bus violations, CPS violations, traffic light/stop sign running, and distracted driving.
• Nothing in this grant shall be interpreted as a requirement, formal or informal that a law enforcement officer issue a specified or predetermined number of summons in pursuance of the department’s obligation associated with the grant.
• If an officer makes an arrest during the patrol shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest even if the time exceeds the scheduled patrol shift; however, the total request for reimbursement must not exceed the approved budget in the Grant Agreement.
• An officer who stops working a Highway Safety grant to assist with a Non-Highway Safety Grant related issue (i.e. crash, domestic dispute, criminal complaint, etc.), must not count such hours as hours worked on a Highway Safety Grant.
• Full-time officers will be reimbursed at an overtime rate of pay as established by the department and/or municipality for hours worked during the enforcement patrols. Part-time officers will be reimbursed at their normal hourly rate of pay.
• The Patrol Activity Report (HS-200) must be signed and dated by an authorized signatory (Police Chief or designee). Individuals working the enforcement patrol may not sign off on the Patrol Activity Report for themselves and if the Chief Law Enforcement Officer (CLEO) works an overtime enforcement patrol, they must comply with 29 CFR Part 541 as it relates to “exempt employees”. This will require that the CLEO provide a waiver of 29 CFR, Part 541 from their governing body with any reimbursement requests in which the CLEO has worked. Additionally, the CLEO may not sign off on their own HS200 or that of a spouse, child or sibling who may work an enforcement patrol.
• If weather impedes a particular enforcement detail, this should be noted on the Patrol Activity Report (HS-200).
• Command staff may participate in and be compensated for enforcement details if acting in a traffic enforcement role rather than acting exclusively in a supervisory role overseeing officers engaged in traffic enforcement.
• Failure to comply with reporting requirements may result in non-reimbursement of funds or suspension of grant award.
• Non-participation or non-compliance with the performance measures may result in grant agreement suspension, termination and/non-reimbursement of expenses.

Reimbursement Schedule and Required Paperwork

• Reimbursements are due no later than 15 days after the close of the quarter. Due dates are as follows:
  1. January 15th for October-December (Quarter 1)
  2. April 15th for January-March (Quarter 2)
  3. July 15th for April-June (Quarter 3)
  4. October 15th for July-September (Quarter 4)
• See link for all the required forms - https://www.nh.gov/hsafety/publications/index.htm
• Over-Time enforcement patrol reimbursements shall include the following:
  1. Reimbursement Request Cover Letter (HS-1);
  2. Overtime Payroll Reimbursement Form (HS-20) for each project;
  3. Match Tracking Form (HS-22) for each project;
  4. Quarterly Summary Report (HS-100 QSR) for each project;
  5. Patrol Activity Reports (HS-200) for each project; and
  6. Updated Grant Application/Performance Tracking Tool (App/PTT)
• Equipment reimbursements shall include the following:
  1. Reimbursement Request Cover Letter (HS-1). Note: if submitting equipment reimbursement along with overtime enforcement patrol reimbursements only one (1) Reimbursement Request Cover Letter (HS-1) shall be submitted.
  2. Copy of the detailed equipment invoice (with all Serial #’s);
  3. Match Tracking Form (HS-22);
  4. Copy of Cancelled Check; and
  5. Final Equipment Report (HS-BE) (with all Serial #’s)
• Over-Time COB Grant reimbursements shall include the following:
  1. Reimbursement Request Cover Letter (HS-1);
  2. COB Grant Activity Overtime Payroll Reimbursement Form (HS-20) found within COB Grant Excel Workbook;
  3. COB Grant Activity Match Tracking Form (HS-22) found within COB Grant Excel Workbook;
  4. COB Grant Excel Workbook File updated with quarterly COB activity and related expenses.
  5. Copies of all COB Grant related invoices and/or receipts.

• If no enforcement patrols took place during the quarter you are required to submit the Reimbursement Cover Letter (HS-1) indicating that you are not seeking reimbursement by placing $0 in the projects where you were awarded funding.
• Failure to file required reports by the submission due dates can result in grant termination or denial of future grants.
• All publications, public information, or publicity released in conjunction with this project shall state “This project is being supported in part through a grant from the NH Office of Highway Safety, with Federal funds provided by the National Highway Traffic Safety Administration” or related social media tag provided by our office.
• Grant agreements shall terminate in the event funds are exhausted and/or not made available by the federal government for this program. If the grantee makes obligations in anticipation of receiving funds under this grant, the grantee does so at their peril and the State of New Hampshire will be under no obligation to make payments for such performance.

SPECIAL PROVISION-NH OFFICE OF HIGHWAY SAFETY

(A) In the event of any conflict or ambiguity between the provisions of the Subrecipient’s application and the provisions of the Office of Highway Safety Grant Agreement, including applicable EXHIBITS A and B, the provisions of the Grant Agreement shall govern.
(B) The New Hampshire Office of Highway Safety (OHS) will review all reports and certifications received to ensure compliance. If findings specific to Highway Safety Programs are detected within an agency’s Single Audit, appropriate action shall be taken to ensure that identified subrecipient risks are being timely and appropriately corrected.

CASH MANAGEMENT

Cash draw-downs will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by NHTSA. 2 CFR Part 200.305.

For subrecipients, recipients must establish reasonable procedures to ensure the receipt of reports on subrecipients’ cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Recipients must monitor cash draw-downs by their subrecipients to assure that they conform substantially to the same standards of timing and amount as apply to advances to the recipients. 2 CFR 200.305.

Failure to adhere to these provisions may result in the termination of draw-down privileges.

OFFICE OF MANAGEMENT AND BUDGET GRANT CONDITIONS

The following documents issued by the Office of Management and Budget (OMB) apply to all Federal grants regardless of the Federal Department making them available:

• Audit Requirement of Federal Funds: (2 CFR § 200.332(a)(5)) 2 CFR part 200, subpart F (formerly known as OMB Circular A-133) – These requirements apply to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. OGR defines the 12-month period as July 1 to June 30. The following link provides the full text of this basic federal grant requirement: https://www.nhtsa.gov/highway-safety-grants-program/resources-guide.
• Cost Principles for Federal Grants to State and Local Governments
  o 2 CFR 200 subpart E – These requirements apply only to state and local government subrecipients. These regulations list and define general categories of costs that are both allowable and unallowable. Examples include the following:
    o The cost of alcoholic beverages is unallowable.
    o Costs incurred by advisory councils are allowable.
Audit costs are allowable.

Compensation costs are allowable so long as they are consistent with that paid for similar work in other activities of the local government.

Entertainment costs are unallowable.

Equipment costs are allowable with the prior approval of the HSO. Equipment having a useful life of more than one year or a current per-unit fair market value of $5,000 or more must be tracked. When replacing equipment purchased with federal funds, the equipment to be replaced may be used as a trade-in or can be sold with the proceeds used to offset the cost of the replacement equipment. In addition, during the period of the contract with HSO, insurance on the equipment is allowable.

Travel costs are allowable if pre-approved by the HSO and so long as they are consistent with those normally allowed in like circumstances for non-federally funded activities.

Cost Principles for Federal Grants to Non-Profit Organizations and Institutions of Higher Education - These requirements apply to only the non-profit and higher education sub recipients. These document list and define general categories of costs that are allowable and unallowable. The link below provides the full text of these two basic federal grant requirements.

eCFR :: 2 CFR Part 200 Subpart E -- Cost Principles

I sign these Grant Requirements based on personal knowledge, after appropriate inquiry, and I understand that the Government will rely on these representations in reimbursing grant funds.

Authorized Contract Signatory: ___________________________ Date: ___________________________

Signors Printed Name: ___________________________ Signors Title: ___________________________
<table>
<thead>
<tr>
<th>Project Titles, PSP &amp; Task, ALN, and FAIN Numbers (FFY24)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SPEED ENFORCEMENT PATROLS</td>
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<tr>
<td>PSP &amp; Task 24-02-04 FAST Act 402/Bi/Sup</td>
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<tr>
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<tr>
<td>DRIVE SOBER OR GET PULLED OVER</td>
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<tr>
<td>EMERGENCY MEDICAL SERVICES (Fire Extrication Equipment)</td>
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</tr>
</tbody>
</table>
EXHIBIT B
Scope of Work

SPEED ENFORCEMENT

For additional grant requirements please familiarize yourself with the section of the grant agreement titled, “Grant Requirements and Information”.

- The locations as well as time and days of the Speed overtime enforcement patrols should support the problem statement identified in your grant application.

- Speed enforcement patrols should be no more than 4-hours in duration. These hours shall be run consecutively without interruption.

- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.

- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant-funded patrol, an explanation must be provided on note section of the HS-200/Patrol Activity Report.

- To maximize grant funding, patrols must consist of one grant-funded officer per cruiser; however, multiple cruisers may be out at one time.

- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.

- The NHOHS Highway Safety Commander may, and in their prolonged absence, the NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in both location and area of enforcement, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: _______ Grantee Initials: _______ Grantee Initials: _______
Date: ________________ Date: ________________ Date: ________________
EXHIBIT B
Scope of Work

Impaired Driving Enforcement (DUI)

For additional grant requirements please familiarize yourself with the section of the grant agreement titled, “Grant Requirements and Information”.

- The locations as well as time and days of the Impaired Driving enforcement overtime patrols shall support the problem statement identified in your grant application.

- DUI enforcement patrols, including DUI saturation patrols, can be a minimum of 4-hours or a maximum of 6-hours in duration. These hours shall be run consecutively without interruption.

- With written, pre-approval, from the Office of Highway Safety, departments may conduct 6-hour Sobriety Check Points.

- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.

- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol period. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant-funded patrol, an explanation must be provided on note section of the HS-200/Patrol Activity Report.

- To maximize grant funding, patrols must consist of one grant-funded officer per cruiser; however, multiple cruisers may be out at one time.

- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.

- The NHOHS Highway Safety Commander may, and in their prolonged absence, the NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in location, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: ______  Grantee Initials: ______  Grantee Initials: ______
Date: ____________  Date: ____________  Date: ____________
EXHIBIT B

Scope of Work

Distracted Driving Enforcement

Distracted Driving enforcement patrols should focus on enforcing New Hampshire’s Hands Free Electronic Device Law as well as other activities that occur behind the wheel that cause the driver to be distracted. For additional grant requirements please familiarize yourself with the section of the grant agreement titled, “Grant Requirements and Information”.

- The locations, as well as time and days, of the distracted driving enforcement overtime patrols shall support the problem statement identified in your grant application.

- Distracted Driving enforcement patrols should be no more than 4-hours in duration. These hours shall be run consecutively without interruption.

- If the last stop of a grant-funded patrol results in an arrest that requires the patrol to exceed 4-hours, OHS will consider payment, after review of the dispatch log and Patrol Activity Report (HS-200). The dispatch log must show the arrest as the last stop of the patrol as well as showing the time the arrest was cleared.

- The OHS has an expectation that departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant-funded patrol, an explanation must be provided as to why. Note: When conducting Distracted Driving enforcement patrols using a spotter technique (one officer in a cruiser and one officer outside the cruiser), 3 stops per hour per officer may be difficult to achieve. In this instance, please focus on effective enforcement rather than the stops/hour requirement. Please ensure that the spotter notes this on his/her Patrol Activity Report (HS-200).

- To maximize grant funding, patrols must consist of one grant-funded officer per cruiser; however, multiple cruisers may be out at one time. Exception: Two officers per cruiser when utilizing a spotter (one officer in a cruiser and one officer outside the cruiser), is allowed when a department is conducting strategic Distracted Driving patrols.

- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.

- The NHOHS Highway Safety Commander may, and in their prolonged absence, the NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in location, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: _______ Date: __________
Grantee Initials: _______ Date: __________
Grantee Initials: _______ Date: __________
EXHIBIT B

Scope of Work

Pedestrian & Bicycle Enforcement

Pedestrian/Bicycle enforcement patrols should be aimed at enforcing the state’s pedestrian/bicycle laws; however, adherence to all traffic laws shall be enforced. For additional grant requirements please familiarize yourself with the section of the grant agreement titled, “Grant Requirements and Information”.

- Officers conducting the Pedestrian & Bicycle enforcement patrols, it is highly recommended to complete an Online training course; “Pedestrian and Bicycle Laws”, sponsored by Police Standards and Training Council

- Pedestrian Bicycle enforcement patrols should be no more than 4-hours in duration. These hours shall be run consecutively without interruption.

- Grantees must utilize pedestrian and bicyclist crash data to identify specific locations and times of day to enforce traffic safety laws as they relate to motorists, pedestrians, and bicyclist.

- The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol period. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant-funded patrol, an explanation must be provided as to why. Note: When conducting Pedestrian Bicycle patrols using a spotter technique, 3 stops per hour per officer may be difficult to achieve. In this instance, please focus on effective enforcement rather than the stops/hour requirement. Please ensure that the spotter notes this on his/her Patrol Activity Report (HS-200).

- To maximize grant funding, patrols must consist of one grant-funded officer; however, multiple officers may be out at one time. Exception: Two officers per shift when (one officer is being utilizing as a spotter), is allowed when a department is conducting strategic Pedestrian & Bicycle enforcement patrols.

- All vehicles stopped should be visually checked for violations of the Child Passenger Restraint law. The total number of visual checks and any action taken should be noted on the HS-200 Patrol Activity Report.

- The NHOHS Highway Safety Commander may, and in their prolonged absence, the NHOHS program manager may, in consultation and conjunction with the Chief of Police, at their discretion, authorize adjustments in the duration of patrols and focus efforts in location, to help maximize the potential for success in meeting objectives and achieving overall goals.

Grantee Initials: ______  Grantee Initials: ______  Grantee Initials: ______
Date: _______________  Date: __________________  Date: _______________
EXHIBIT B

Scope of Work

High Visibility Mobilizations

Departments have an allowable budget to conduct overtime enforcement during each of the time periods listed below. Unspent funds from a campaign period cannot be rolled over into any other enforcement activity.

Grant-funded overtime enforcement activity shall occur on the required dates and primary enforcement efforts should be project specific; departments are encouraged to use their own internal data to conduct enforcement activity in their community hotspots.

The OHS has an expectation that Departments will have a minimum of three documented stops/contacts per hour. Documented stops/contacts are defined as any grant-funded patrol officer contact with motorists, pedestrians, and/or bicyclists, during the grant-funded patrol periods. Contacts are required to be supported by written or electronic records maintained at the police department. These records must be maintained in a manner that guarantees their accountability during a monitoring review. If fewer than three stops/contacts per hour are made during a grant-funded patrol, an explanation must be provided on note section of the HS-200/Patrol Activity Report.

NOTE: Please e-mail your Field Representatives at HWYSAFETYMAIL@dos.nh.gov in advance, if a mobilization effort will not be conducted.

Join the NH Clique Enforcement Patrols- $850 total: The purpose of this mobilization is to enforce the Child Restraint Law for anyone under 18 years of age, as well as to educate unbelted occupants 18 years and older regarding the importance of wearing seatbelts. Patrols must be conducted during daylight hours at locations such as elementary schools, high schools, shopping centers, and/or locations where drivers and passengers up to the age of 18 are known to frequent. Officers conducting the “Join the NH Clique Patrols”, are highly recommended to complete an Online training course; “Child Passenger”, sponsored by Police Standards and Training.

- Required Dates:
  - One 3-4 hour patrol conducted on kickoff day - TBD
  - The remaining patrol hours shall be conducted between - TBD, 3rd Quarter

Drive Sober or Get Pulled Over- $850 each: The purpose of these two mobilizations will focus on the apprehension of the impaired driver. Unspent funds from the first DSOGPO campaign may be rolled over to the second DSOGPO campaign.

- $850 - Required Dates of the first mobilization:
  - One 3-4 hour patrol conducted on kickoff day - TBD
  - The remaining patrol hours shall be conducted between - TBD, 1st Quarter

- $850- Required Dates of the second mobilization:
  - One 3-4 hour patrol conducted on kickoff day - TBD
  - The remaining patrol hours shall be conducted between - TBD, 4th Quarter

U Drive, U Text, U Pay- $850 total: The purpose of this mobilization is to enforce New Hampshire’s Hands Free Electronic Device Law, as well as other activities that occur behind the wheel that cause the driver to be distracted.

- Required Dates:
  - One 3-4 hour patrol conducted on kickoff day - TBD
  - The remaining patrol hours shall be conducted between - TBD, 3rd Quarter

Grantee Initials: _______ Grantee Initials: _______ Grantee Initials: _______
Date: __________ Date: __________ Date: __________

FFY24
EXHIBIT B
Scope of Work

Speed Enforcement Equipment

NOTE: All equipment that is $5,000.00 or more individually must meet the “BUY AMERICA” requirement and receive prior written approval from the National Highway Traffic Safety Administration (NHTSA) before it can be purchased. The Office of Highway Safety shall be under no obligation to provide reimbursement to a grantee for equipment purchased outside of these requirements.

Final written approval must be given prior to purchases of equipment.

EQUIPMENT AWARDED IS INDICATED BY AN "X" NEXT TO THE PROJECT

- Speed enforcement equipment grants available to current speed enforcement grantees only.
- Funded enforcement grants must be conducted in order to obtain current speed enforcement equipment.
  
  Speed Radar Display Trailer W/ Statistical Software and Costs of Initial Year – 1 maximum
  Movable Radar Speed Display Sign – 3 maximum
  Hand Held LiDAR Unit – 5 maximum
  X In Car Radar Unit – 5 maximum
  Traffic Data Recording Device – 3 maximum

- Speed Enforcement Equipment shall be reimbursed at 75%.

Other Important Requirements

- It is required that a speed enforcement efforts be conducted in problem areas identified by data produced by radar trailers and or radar display signs.

- Speed Radar Display Trailers and Movable Radar Speed display signs shall include data collection software so that data can be viewed to address problem areas. Grantees agree to maintain software license after initial equipment purchased. Data collected from equipment shall be submitted to the Office of Highway Safety as requested.

- At the request of the New Hampshire Office of Highway Safety, Speed Radar Display Trailers and display signs, will be utilized during national or state mobilization efforts for highway safety messaging. Please obtain a photo showing placement for a specific location.

- Speed display signs shall be movable and not permanently fixed (i.e. permanently secured to a pole, etc.) to help address problem areas occurring on roads traversing through the community.

- Speed radar trailers and signs shall be moved regularly within the community to address areas of highway safety concern.

- Hand held LiDAR and in car radar equipment must only be used by those officers trained and certified in the use of such equipment.

- Purchased equipment must be deployed within 30 days of receiving equipment.

- All equipment must be purchased prior to the end of the 3rd Quarter, June 30. Equipment Reimbursements must be submitted no later than July 15.

Grantee Initials:    Grantee Initials:    Grantee Initials:    
Date:              Date:              Date:              

FFY24
The grant awards below represent the maximum award amounts for each project that your agency has qualified for. These maximum award amounts have been determined by data driven calculations specific to your community. Please complete the requested information below in the blue boxes and blue boxes with drop-downs.

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>GRANT AMOUNT</th>
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<tbody>
<tr>
<td>SPEED</td>
<td>$1,600.00</td>
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<tr>
<td>DUI</td>
<td>$1,600.00</td>
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<tr>
<td>DISTRACTED DRIVING</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>PEDESTRIAN BICYCLE</td>
<td>$3,000.00</td>
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<tr>
<td>MOBILIZATIONS</td>
<td>$3,400.00</td>
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<td>TOTAL GRANT AMT</td>
<td>$11,200.00</td>
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Agency Name: HANOVER POLICE DEPARTMENT  
46 Lyme Rd, Hanover NH 03755

Police Chief's Name: Charles B. Dennis  
Police Chief's E-Mail: charlie.dennis@hanovernh.org

Grant Point of Contact: E. Douglas Hackett  
Grant Contact Phone: 603-640-3333  
Grant Contact Email: doug.hackett@hanovernh.org

Community Population: 11,500  
Total Sworn LEO's in Department: 21  
Number of LEO's Available to Participate in Grant Patrols: 10  
Do you accept the maximum award amounts offered above? YES

Please indicate project and lesser amount desired or decline.  
- SPEED: $1,600.00  
- DUI: $1,600.00  
- DISTRACTED DRIVING: $1,600.00  
- PEDESTRIAN BICYCLE: $3,000.00  
- MOBILIZATIONS: $3,400.00

Maximum aggregate match for all awards: $2,800.00

UEI Number & SAMS Exp. Date (screenshot must be provided): HDSEDA65KLU4

OCTOBER 12 2023

Back  
Next Page
**New Hampshire Office of Highway Safety**

**Equipment Grant Application**

**Email Completed Application To:**
HWYSAFETYMAIL@dos.nh.gov

### FFY24

#### 24-080

**Enter Application Type Here**

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Hanover Police Department</th>
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</thead>
<tbody>
<tr>
<td>Agency Address</td>
<td>46 Lyme Rd, Hanover NH 03755</td>
</tr>
<tr>
<td>Police Chief's Name</td>
<td>Charles B. Dennis</td>
</tr>
<tr>
<td>Police Chief's E-Mail</td>
<td><a href="mailto:charlie.dennis@hanovernh.org">charlie.dennis@hanovernh.org</a></td>
</tr>
<tr>
<td>Grant Point of Contact</td>
<td>E. Douglas Hackett</td>
</tr>
<tr>
<td>Grant Contact Phone</td>
<td>603-640-3333</td>
</tr>
<tr>
<td>Grant Contact Email</td>
<td><a href="mailto:doug.hackett@hanovernh.org">doug.hackett@hanovernh.org</a></td>
</tr>
<tr>
<td>UEI Number &amp; SAMS Exp. date</td>
<td>HDSEDA65KLU4 October 12 2023</td>
</tr>
</tbody>
</table>

**Will this grant be used to replace OHS previously purchased equipment?**

| Yes/No                  | No |

**If "YES" was the equipment purchased with any federal funds?**

| Yes/No | No |

**How many cruisers does your agency currently have that are used more than 50% for traffic enforcement?**

| Number | 5 |

**Of those cruisers that are used for traffic enforcement, how many are equipped with In Car Radar and/or Lidar Units?**

| Number | 5 |

**How many cruisers would this new equipment be installed in?**

| Number | 3 |

Please provide a short narrative below about how this equipment will assist your agency in achieving its highway safety goals. Also, if you are receiving any other Federal grants, please note them.

We are hoping to replace three cruisers outdated radars that are over 10 years old. We have recently updated the other two cars out of our operating budget when the radar units that were in them failed.
Executive Summary

HANOVER Walk Bike PLAN 2022 Update
Sustainable mobility for all

Town of Hanover
46 South Main Street
Hanover, NH 03765

Dartmouth College
Campus Planning and Facilities
4 Currier Place
Hanover, NH 03765

Hanover Bike Walk website:
tinyurl.com/hanoverbikewalk

Town of Hanover website:
https://www.hanovernh.org/hanover-bike-walk-committee/events/49591
**Hanover Walk Bike Plan** focuses on the creation of an all ages and abilities active and shared mobility network that engenders more active transportation. The network connects people to everyday destinations within our urban core and to our village centers, through improvements in the **operation, connectivity and design** of our streets to increase **access**, **mobility options** and community places, through the development of supporting policies, practices, investments and performance indicators.

The plan commits to a **safe systems approach** and prioritizes access, connectivity, convenience, safety and comfort, while promoting sustainability, equity, engagement, economic vitality, and the development of community and community spaces.

<table>
<thead>
<tr>
<th>Goals</th>
<th>Targets</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong> Make a significant shift of everyday trips to walking and biking as a sustainable transportation mode.</td>
<td>By 2030, over 70% of all trips in Hanover will be made by walking, biking or transit.</td>
</tr>
<tr>
<td><strong>2.</strong> Create a walk bike network that is safe for users of all ages and abilities.</td>
<td>By 2030 the percent of walking commutes will return to over 45%, and by 2040, over 50%.</td>
</tr>
<tr>
<td><strong>3.</strong> Innovate and be an early adopter of best practices in walk and bike network operation and infrastructure.</td>
<td>By 2030, 10% of commutes will be made by bicycle. By 2040, 20% of commutes will be made by bicycle.</td>
</tr>
</tbody>
</table>

**Hanover Walk Bike Plan** recommends investing in an All Ages and Abilities Walk Bike Network consistent with this Walk Bike Network Maps, creating Neighborhood Slow Zones to extend the Walk Bike Network to where people live, adopting policies that facilitate smart growth and transportation demand consistent with increasing use of the Walk Bike Network by all ages and abilities, and following practices that routinely improve and maintain the Walk Bike Network through whenever streets are resurfaced, through modifications of existing operations, and by through capital improvement projects.
To reach our three Goals an integrated approach is needed, involving changes in policy, practices and performance indicators.

1. Significant Mode Shift

Build infrastructure that encourages walking, biking, and other active transportation; that ensures vulnerable road user safety, convenience, and accessibility; and provides for enjoyable travel.

Integrate walk bike considerations into all projects, policies, and planning processes.

Improve streetscapes by creating landscaping, public spaces and amenities that encourages travel by walking, biking, and other active transportation; builds a sense of community; increases access; complements neighborhoods and commercial districts; and reduces impact on air and water resources;

Strive to achieve the standards of the League of American Bicyclists to be designated a Bicycle Friendly Community and the Pedestrian and Bicycle Information Center standards to be a Walk Friendly Community.

2. All Ages & Abilities Network

Provide connectivity for people walking, biking and using other modes of active transportation, which connect neighborhoods, schools, shopping, places of employment, transit, and public spaces.

Increase access by incorporating universal design elements to accommodate the widest range of potential users within our walk bike network. Prioritize routes to school and transit that enable people of all ages and abilities to travel safely and freely by walking or biking.

Complete the network with appropriate infrastructure such as weather-protected bike parking, shelters for transit riders, and human-scaled lighting along walking paths.
Walk Bike Plan 2022 Executive Summary

Adopt programs to increase the use of **transit and other mobility alternatives** to promote walking and biking activity.

Create **land use policies** that promote convenient walk bike connections and access to destinations.

Develop a comprehensive Walk Bike network based on a **Safe Systems Approach** to proactively prevent severe injuries and death and the **Six E’s** as follows: Engagement, Equity, Engineering, Encouragement, Education and Evaluation.

### Best Practices & Innovation

Engage users of public space who are often disenfranchised and overlooked by bringing a variety of users to the table to understand mobility issues.

Foreground equity. Reform programs, policies, and procedures based on meaningful engagement through transparent, inclusive, and ongoing consultation and collaboration processes to avoid harm to frontline and vulnerable communities and to prioritize projects that improve access for and provide meaningful benefits to underserved communities.

Work with a bias towards action, iteration, and engagement. Bring design thinking into street planning through low cost pilot projects that engage the public.

Inform and educate the people of Hanover of the benefits of walking, biking and other active transportation.

Facilitate navigating our existing infrastructure in a safe and comfortable manner in line with research.

Create “green complete streets” that enhance walking, biking and other active transportation along with our streets natural resilience and sustainability through landscaping and design, by including interventions such as developing urban tree canopies, permeable surfaces and rain gardens to help collect runoff.
Walk Bike Plan 2022 Executive Summary

Action Steps

Changing **policies** is often a first step in laying the groundwork to create an all ages and abilities walk bike network. Changing policy can be a cost effective way to set in motion systemic change.

**Policies:**

- Adopt a 25 mph Prima Facie Speed Limit within urban compact
- Adopt a Vision Zero Policy that considers the small town and rural context
- Update Hanover’s Complete Streets Policy with current best practices
- Create a Sidewalk Inventory
- Establish a Sidewalk Fund for improvements
- Create a Complete Streets Program to identify and develop shovel ready projects
- Create a Shared Use Path Program to identify and develop shovel ready projects
- Authorize the creation of high comfort Neighborhood Slow Zones

Instituting ongoing **practices** facilitates the gradual and steady development of an all ages and abilities walk bike network that enables mode shift. These practices range from encouraging innovation, considered routine maintenance and operation, engagement, and investment.

**Practices - Operation, Maintenance & Innovation:**

- Prioritize Sidewalk Maintenance and Repairs
- Adopt Zone and Corridor Speed Limits in line with a safe systems approach
- Maintain and Resurface Bike Facilities with roads
- Conduct 2-3 demonstration or pilot projects per year
- Update or Create Safe Routes Plans to schools, parks, and for seniors
- Maintain year round Bike Parking downtown, on campus and in village centers
- Map, prioritize and fund Basic Walk and Bike needs (bike parking, benches, bus shelters, ADA accommodations, pedestrian scaled lighting, crosswalk lighting, walk bike detection systems, wayfinding signage, bike rails, etc.)
- Create more permanent walk bike street facilities with new materials
- Convert 1-2 parking spaces per downtown block with Covered Bike Parking.
- Increase compliance with speed limits, 3 foot law, and no parking on sidewalks, in bike lanes, bus stops or pedestrian plazas
Walk Bike Plan 2022 Executive Summary

Action Steps (continued) -

Practices - Investments in Capital Improvements

- Routinely update the Capital Improvement Projects priorities (in appendix).
- Implement Capital Improvement Projects priorities per Walk Bike Plan Priority Chart
- Provide E-bikes for town officials to commute and conduct town business
- Incentivize purchases of e-bikes/trikes/quads
- Provide bike share with e-bike options
- Establish funding and investment pipelines for sustainable mobility projects. Diversify funding options. Create financial instruments

Practices - Engagement:

- Develop a dashboard to track progress in sustainable transportation
- Maintain website and social media accounts to engage constituents
- Host Downtown Open Streets Event and track economic data
- Host Summer Slow Rides and Bike Trains to School
- Host Bike Tours to get people comfortable riding our streets
- Host Walk and Bike to School Days, and Curb Your Car Day
- Open a “Bike Coop” and Fix-It Clinics for minor repairs and community building
- Educate motorists: Safe Passing - “Stay Behind or Cross the Line!”, Dutch Reach
- Collect Stories, Wishes and Concerns from people about walking and biking
- Host design challenges (for things like a portable bus shelter, or demonstration kits)
- Provide incentives to participate in Walk Bike Challenges
- Publicize carbon savings from walk, bike and transit trips
- Create How-to-bike-there videos between popular destinations
- Create Biking Gear Guide for all weather riding
- Maintain Safe Riding Tips for people on bikes
- Host Bike Rodeos
- Host Neighborhood Open Streets events
- Host e-bike Lending Library
- Create Visions for new streetscapes
Action Steps (continued) -

Developing performance indicators helps us track our progress and keep us on target as we work to reach our goals. As new data becomes available, more meaningful metrics may be able to be developed.

Performance Indicators:

- Establish annual performance indicators and requisite data collection
- Evaluate impact of 25 mph Prima Facie Speed Limit on speed and safety
- Calculate Carbon Footprint for Mobility Infrastructure Projects
- Calculate Return on Investment for Mobility Infrastructure Project (ex - Life Cycle Costs per Mile, Per Person Mile Traveled, or Per Hour Use)
- Establish framework to measure Walk Bike Network Connectivity for new Land Uses
- Establish framework to calculate downtown vitality
- Set targets to Convert Street Parking Lanes to buffered Multi Modal Lanes.
- Evaluate health, environmental and economic impact of snow clearance versus snow melt system on Main Street (including costs of overtime needed for snow clearance, costs of slip and falls, economic impact of increased business from flex market spaces, street furniture and accessible spaces)
- Measure increased miles of walk and bike facilities
- Contract Big Data Solutions to access walk, bike, transit, speed, volumes, trip data
- Establish framework to measure equity of the operation of our streets and paths
- Map crashes with pedestrians and bicyclists
- Measure dollars spent on walk bike infrastructure
The following maps express the desired connectivity of our Walk Bike Network for primary and local corridors, and how these networks can be extended to include neighborhoods, and how the sidewalk district could be improved through a comprehensive gap analysis in the downtown and campus area. For more detailed recommendations neighborhood by neighborhood, consult the full plan Chapter 6 Recommendations section.

Primary and Local Active Transportation Corridors
Neighborhood Slow Zones Extend Active Transportation Corridors and Connect to Where People Live
Improve Walking Path Connections to Increase Access

[Map showing walking paths and access gaps]
Summary of 41:14a process for Selectboard

As you all are aware, at Town Meeting this year the Selectboard was granted the authority pursuant to RSA 41:14a to buy and sell property, including executing easements. There is a specific process that must be followed to use this tool, and a few tricky timing requirements at certain steps. After discussion between our Planning department and legal, I wanted to provide you all an outline of how this can be used.

Goal: The goal of this commonly used tool is allow the Town to engage in certain types of real property related transactions more efficiently than once per year at Town Meeting. It’s meant to enable more effective decision making, which will be key in addressing certain housing and planning goals the Town has. It balances this with a thorough review process, and the public’s ability to learn about any potential project, as well as even stop it, deferring the decision to the next Town Meeting by petition.

Applicability: This applies anytime the Selectboard is interested in buying or selling property, or granting, receiving or releasing easements. It does not apply to specific gifts given to or purchased made by the Conservation Commission pursuant to RSA 36A.

Process:

1. Selectboard considers the purchase or sale of land. This would likely come from a staff recommendation. But it’s the first point where the Board identifies an interest in pursuing the transaction. May take place in nonpublic and/or public section and/or over as many meetings as needed.

2. The Selectboard sets two public hearing dates no more than approximately 60 days in the future. This is a local procedure so that the decision has a timeline associated with it. The two public hearings (per state law) must be no less than 10 or more than 14 days apart - the recommendation is to set them in two consecutive Selectboard meetings that are exactly two weeks apart.

3. The Selectboard refers the matter for consideration and recommendation to the Conservation Commission and Planning Board, who should review it and send a recommendation back to the Selectboard in time for them to review that before the first public hearing. The recommendation from both bodies is advisory, and the Selectboard may follow it or may make a different decision.

4. After the two public hearings, the vote on the matter (per state law) must be scheduled no less than seven and no more than 14 days from the second public hearing. This means that it is advisable to set a third consecutive meeting aside to vote on the matter at the beginning of the process.

5. Once a vote is taken, if approved, staff would be authorized (by the language in that vote) to carry out the necessary processes per any terms the Selectboard may have set.

I hope this helps clarify the process. This is the process that will be required not just for purchase/sale of land, but for easements as well. Some of the timing is tricky, as you basically need three meetings in a row exactly two weeks apart to make it work. If we run into issues we’ll re-evaluate the process!
Dear Athos,

On behalf of the Hanover Improvement Society, thank you for your continued support of our hockey and skating programs at Campion Rink. We provide active recreation programs on the ice for our community.

Currently the rink operates seven months a year, seven days a week for eighteen hours each day. We have over 140,000 visitors annually participating in our programs including figure skating, youth hockey, high school hockey, sled hockey, co-ed hockey and public skating. Our user group population includes people aged three to eighty years "young".

As we undertake the 1st phase of the Renew Campion project, we would appreciate your reconsideration of our Bressett Fund request for $200,000. We seek this financial support to continue to maintain our skating and hockey programs during fiscal years 2023 and 2024. We understand that this revised request better meets the guidelines of the fund.

Please let me know if you require additional information. Thank you in advance for your support.
Best regards,

Jeff Graham GM
Hanover Improvement Society
Revision to Town Manager’s contract for Selectboard

All,

In my contract, there is a provision that ties annual compensation increases to performance reviews as part of a merit-based pay increase program. The issue is that we don’t have a merit-based pay increase program in Hanover currently. I didn’t know that when we did the contract before I started, as I’ve received merit-based increases in the other towns I’ve worked in and it is mentioned in our personnel policy. However, since coming in and learning that although the "steps" we do have were meant to be merit-based at one point, it has been maybe 15 years or more since they’ve been used that way, and we don’t conduct performance reviews of department heads or broadly throughout the organization and don’t have a merit-based pay program in place.

Although I believe we should have a merit-based program in place to reward high performing employees, I don’t believe that such a program should start with the Town Manager. I don’t think that’s the right tone to set with staff, especially as we work to correct some historical issues and create more incentives for existing high performing employees who have been here much longer than I have. I’d prefer to forgo that for the duration of my contract in lieu of whatever COLA (Cost of Living Allowance) staff receive. I’d like to continue the review process I helped push for to ensure I am meeting the Selectboard’s expectations and expand that review process to department heads this summer, and ultimately, to all staff, as we track towards reworking a lot of internal practices. Though, I’ll provide the caveat there are pros/cons to tying compensation to performance reviews, and it’s something we’re engaging staff in discussion about now through our Retention and Recruitment study.

I spoke with Peter Christie at the time I noticed it in January of this year, and proposed forgoing any merit-based increases for only COLA increases that other staff get. Our attorney reviewed and recommended the language that follows, and this was discussed in nonpublic and the Selectboard agreed to make the change, and we had it planned to be done on the February 6th meeting. But I honestly just got distracted with more pressing matters - finishing the budget, preparing for Town Meeting, and then beginning our R&R staffing study. Before the new FY begins, however, I’d like to make this change.

The language change and signature page is on the following page.
Employment Contract Change
Between Town of Hanover and Alex Torpey

In “Section 3: Compensation”

Replace:

B. Employee will be entitled to merit increases as determined by the Selectboard based on annual performance reviews. Any merit increase will take effect in the first pay period including July 1 each year as approved following an annual performance review. Employee will not receive annual Cost of Living Adjustments (COLA) regardless of approval of COLA by the Selectboard for non-management employees.

With:

B. Employee will be entitled to any Cost of Living Adjustment (COLA) provided to employees at-large (or management employees, if such a distinction is made). Employee forgoes any merit-based increases for the duration of this contract.

Town of Hanover Selectboard. Executed on June 26th, 2023

Athos Rassias, Chair

Joanna Whitcomb, Vice Chair

Carey Callaghan, Secretary

Jennie Chamberlain

Nancy Carter

Alex Torpey
To whom it may concern,

This is an abatement request related to 2 quarters of erroneous water readings.

Thanks,

Kevin McCurdy

Kevin McCurdy
June 12, 2023

TO: TOWN OF HANOVER SELECTBOARD

FROM: ADRIANE COUTERMARSH & PETER KULBACKI

SUBJECT: WATER & SEWER ABATEMENT REQUEST-10 N BALCH ST (ACCOUNT #U4066)

CC: TOWN CLERK/TAX COLLECTOR'S OFFICE; TOWN MANAGER'S OFFICE

Kevin McCurdy contacted us earlier this year after having received two very high water/sewer bills (bill dates 9/16/2022 and 12/21/2022), which he paid.

Review of the water usage data showed very high spikes during the billing periods corresponding to the above bill dates which we don't believe to be accurate, possibly due to the meter reaching the end of its life.

We replaced the meter at the end of February and now have at least three months (or a quarter) of usage as a benchmark to compare, and are recommending an abatement which would reduce the usage to that same quarterly amount for both billing periods in question.

We recommend an abatement of $5,656.00.

| Usage Billed (cubic feet) (total both disputed quarters) | 72986 |
| Revised estimated usage (total both disputed quarters) | 4846 |
| Difference | 68140 |
| Sewer Flow ($39.45/1000 cf) | $ 2688 |
| Water Flow ($43.56/1000 cf) | $ 2968 |
| Total | $ 5,656 |

Adriane Coutermarsh, Administrative Assistant

Peter Kulbacki, Director of Public Works
Summary of job classification changes for 6/26 SB meeting

I’m writing to summarize two items that we originally were intending for the June 26th meeting, which we had to remove, then which we are asking to be considered on the 26th. They are:

1. Classifying the position for the new FTE in “Clerk” that was approved at Town Meeting this year

2. Re-classifying the Finance Director’s position to Administrative Services Director.

This position was added largely to help with Right To Know request management and compliance, records retention and management, governing/legislative body support, Municipal Agent, elections, and several other related functions. After feedback and meetings with relevant staff and officials, we landed on a title for the position of “Deputy Director of Administrative Services/Senior Assistant Clerk.” The new table of organization is included below. If we don’t approve this on the 26th, it will set our hiring back up to one month, and we’d really like to get started advertising and bringing someone into this position so that we have plenty of time for them to get up to speed and integrate with current staff before a more busy election year begins. We are also becoming increasingly burdened with RTK requests, and don’t have the infrastructure in place to respond in as timely of a fashion as we could. No additional funds are needed for this.

As we’ve all talked about before, when Betsy left, where she oversaw finance and the Clerk/tax collector staff, the position was split, though a new supervisor was never created for those two staff. We’ve spent a good amount of time discussing this internally and for several reasons, feel that recreating and modifying this position will help. This position, which is the Director of Finance currently, will also oversee the Deputy position created above. No additional funds are needed for this. Some of those reasons that we can discuss here include:

1. There are too many people who directly report to the Town Manager. Most organizational best practices is 3-5 people, but here we have 12. We are looking at ways in the long-term to create a more appropriate span of control and organizational structure not just in that spot but others throughout the organization.

2. This creates more coverage for certain staff positions, and will facilitate more cross-training down the road. It will allow more flexible schedules and staff to take their earned time off.

3. This setup provides the right amount of management support where it is most needed, and will support future changes we may want to make that are being discussed in our R&R study with staff.

4. A lot of policy is changing on the finance/HR front right now and will likely continue over the next year or two, and all agree that this structure will help maximize collaboration and success.

5. Beyond discussing the broader topic with our election group, this has been discussed and both our Finance Director and HR Director are fully on board and supportive. This doesn’t change responsibilities, but more so just changes some reporting structure.

This setup takes advantage of staff in a way that I believe is best for the organization and for our staff, and this allows us to weather the next year(s) of retirements, elections, policy changes, and challenges in the most effective way at the best value to taxpayers. It’s an exciting step that we may decide to build on as we uncover more feedback and ideas through our R&R study this year!
New Administrative Services Table of Organization

**Director of Administrative Services**

**Human Resources Director**
- Human Resources Coordinator

**Senior Assistant Clerk/Deputy Director of Administrative Services***
- Tax Collector/Assistant Clerk
- Deputy Tax Collector/Associate Clerk

*Also reports to Town Clerk

**“De Facto” Finance Director (Admin Services Director)**
- Finance Manager
- Finance Coordinator
Administrative Services Director Job Description
6/26/23 Update (emphasis added on updates)

JOB SUMMARY

This position directs the Town’s finance, budget, and accounting functions, as well as oversees various of the Town’s internal administrative services, including HR, Finance, Tax Collector, and Clerk staff work.

MAJOR DUTIES

- Oversees the town’s financial and accounting functions to ensure accuracy and compliance with GASB and GAAP principles and applicable laws.
- Oversees and provides management support to departments including Human Resources, Tax Collector, and Clerk.
- Makes organizational and technology recommendations to the Town Manager to improve the efficiency, effectiveness, and quality of internal and external finance-related services.
- Coordinates and administers the development of the town’s annual operating budget in collaboration with the Town Manager.
- Provides ongoing financial information, analysis, and reports to the Town Manager, elected officials, other town employees, and the general public.
- Recruits, trains, assigns, directs, supervises, and evaluates department employees. Takes corrective actions where appropriate, in consultation with Human Resources Department.
- Staffs and provides bookkeeping and administrative support for the elected Trustees of Trust Funds.
- Provides direction and oversight to purchasing and requisition processes with Town manager.
- Upon Selectboard appointment, serves as Town Treasurer to carry out the deposit, disbursement and investment of municipal funds as specified in RSA 41:29.
- Performs related duties.
Deputy Director of Administrative Services/Senior Assistant Clerk

Draft Job Duties

This position works to help supervise, report, and coordinate various administrative services, elections, records, and governing body activities. They report to the Director of Administrative Services and the Town Clerk and have supervisory responsibility to the Assistant Clerk/Tax Collector and Associate Clerk, and as assigned, to back up the Director of Administrative Services.

Primary responsibilities:

- Oversees the management and access to Town Records and Documents
  - Receives, coordinates, records, and assists in all Right to Know requests
  - Ensures all departments are meeting state records retention requirements, assists in the cataloging and proper destruction of records
  - Assists the Town Manager and other departments in digitizing and managing the digitization of records and processes across all Town departments

- Assists in the management of Governing and Legislative Body Meetings
  - Works with the Town Manager’s Office in preparing Selectboard agendas
  - Attends all Selectboard meetings, helps ensure compliance with applicable laws and procedures, provides admin support with the Town Manager during the meeting, as well as takes minutes, and ensures the proper approval and storage of said minutes, including nonpublic

- Assists in the coordination of Election activities
  - Coordinates monthly election official meetings with Town staff, Town Clerk, Town Moderator, and Supervisors of the Checklist
  - Helps to ensure smooth information flow and collaboration between all election officials, staff, and volunteers
  - Accesses ElectionNet and helps register voters as necessary
  - Liaises with state government departments as necessary

- Serve as a Municipal Agent
  - Helps to issue registrations, titles, plates and decals and corresponding reports for same. Accountable to the Town Clerk for all plates, decals, registrations, title applications as well as the official state validation stamps.
  - Backs up Assistant Clerk/Tax Collector and Associate Clerk in the front lobby as necessary
  - Supports election or other Town activities as needed or assigned during elections
  - Coordinates with Finance and Accounting team to ensure proper recognition of all fees and taxes collected
  - Ensures proper reconciliation of Muni Smart transactions, performed by Associate Clerk and Assistant Clerk/Tax Collector

- Performs other duties as assigned, which may include:
  - Assisting in maintaining Town website materials
- Assists and supervises the Tax Collector and tax collection responsibilities as needed
- Assists in the supervision and management of direct reports
- Helps oversee general activity and management of the “front lobby” area of Town Hall

Grade 19. Pay scale: $63,378.59 - $96,060.80